



**REQUEST FOR PROPOSAL (RFP)
For Supply, Implementation &
Maintenance of Universal Reconciliation
Management System**

Bank of Baroda

**Bid Number: GEM/2023/B/4330726
12th December 2024**

[A] Important Dates:

Schedule of RFP		
A.1	Tender No.	GEM/2023/B/4330726
A.2	Last Date of receiving request for clarifications before the Pre-bid Meeting	18 th December 2023
A.3	Date of Pre - Bid Meeting	19 th December 2023
A.4	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) ○ Bidder to submit a maximum of -2- participant's names, contact numbers, designations and e-mail IDs on rfp.it.procurement@bankofbaroda.com along with pre-bid clarification. ○ 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. <p>Bidder representatives will have to click the Bank provided link (provided in the e-mail) to join the On-Line Pre-bid meeting.</p>
A.5	Last Date & Time of Submission of Bids	2 nd January 2024, 03:00 PM
A.6	Date & Time of opening of Part-I Eligibility cum Technical Bid	2 nd January 2024, 03:30 PM
A.7	Date & Time of opening of Part-II Commercial Bid	To be communicated later
A.8	Earnest Money Deposit	Rs. 40 Lacs (Rupees Forty Lacs only)
A.9	Website Address for online submission of bids (Technical as well as commercial bids)	Mode: Online URL: GeM Portal
A.10	Contact Details of GEM PORTAL	helpdesk-gem@gov.in 1800-419-3436; 1800-102-3436
A.11	RFP Coordinator details (Bank)	Mr. Praseon Padhye, Officer (IT), Contact Details – (Ph.: 022-6845-0841, Email: rfp.it.procurement@bankofbaroda.co.in) Postal Address: The Chief Manager (IT Procurement), Bank of Baroda, 603-604, 6 th Floor, Kohinoor Square, Opp. Shiv Sena Bhavan, N.C. Kelkar Marg, Dadar (West), Mumbai – 400028.

[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank, BOB means 'Bank of Baroda'
2. Recipient, Respondent, Bidder, service provider, means the respondent to the RFP document
3. RFP means the Request For Proposal document
4. Proposal, Bid means "Response to the RFP Document"
5. Recipient, Respondent, Vendor, Bidder, SI (System Integrator) means the respondent to the RFP document
6. Support means Support & Services to be provided as part of the Scope of Work
7. SLA means Service level Agreement
8. AMC means Annual Maintenance Contract
9. MSP means Managed Service Provider of the Bank for Data Centre
10. Original Platform Developer (OPD)
11. Annual Technical Support (ATS)
12. Application Programming Interface (API)
13. Banking, Financial services and Insurance (BFSI)
14. Central Vigilance Commission (CVC)
15. Customer Relationship Management (CRM)
16. Data Center (DC)
17. Data Recovery (DR)
18. Earnest Money Deposit (EMD)
19. One Time Cost (OTC)
20. Proof of Concept (POC)
21. Single Person of Contact (SPOC)
22. Original Software Developer (OSD)
23. Total Cost of Ownership (TCO)
24. Bill of Material (BOM)

Please note:

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. Bidders having Transfer of Technology (ToT) arrangement in sensitive technologies (as defined in point VIII) with an entity having beneficial ownership from land border sharing countries will also require mandatory approval of Competent Authority for participation in this bid.
- III. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- IV. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or

- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- V. The *beneficial owner* for the purpose of (iii) above will be as under:
1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation—
 - a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
 - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- VI. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VII. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- VIII. For Bidders having Transfer of Technology (ToT) arrangement with entities having beneficial ownership in land border sharing countries; following seven technologies are considered as sensitive technologies:

1. Additive Manufacturing (e.g. 3D Printing)
2. Any equipment having electronic programmable components or autonomous systems (e.g. SCADA systems)
3. Any technology used for uploading and streaming of data including broadcasting, satellite communication etc.
4. Chemical Technologies
5. Biotechnologies including Genetic Engineering and Biological Technologies
6. Information and Communication Technologies
7. Software

Confidentiality:

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

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1. Introduction

Bank of Baroda is one of the largest Public Sector Bank (PSU) in India with a branch network of over 8100+ branches/offices in India and 95+ branches/offices overseas including branches /offices 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 & Maintenance of Universal Reconciliation Management System.

2. Project overview

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda (“the Bank”) to select a vendor for Supply, Implementation & Maintenance of Universal Reconciliation Management System.

The Bank, for this purpose, invites proposal from bidders who are interested in participating in this RFP who fulfil the eligibility criteria mentioned under Annexure 02 and are also in a position to comply with the technical requirement as mentioned in Project Scope. Apart from the above the vendor must also agree to all our terms & conditions mentioned under this RFP.

3. Contract period

The contract with the selected Service Provider will be valid for a period beginning from the date of 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 Vendor. 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 2) and General terms and conditions specified in this document and ready to provide the said “Services” in conformity with Scope of Work stipulated in Annexure11, 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. The detail guidelines for submission details and e-tendering mentioned in Annexure - 01.

5. Bid Security (Earnest Money Deposit)

Bidders are required to give an earnest money deposit of an amount as mentioned in “[A] Important Dates” at the time of submission of the technical bid. The proof of the 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) of an equal amount issued by a Schedule 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 and no interest shall be paid on Bid security money provided by the vendor. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee / security deposit.

The amount of Earnest money deposit would be forfeited in the following scenarios:

- a. In case the bidder withdraws the bid prior to validity period of the bid for any reason whatsoever.
- b. In case of the successful bidder, if the bidder fails or refuses to accept and sign the contract as specified in this document within 1 month of issue of contract order/letter of intent for any reason whatsoever; or
 - ▶ Fail To provide the performance guarantee within 30 days from the purchase order date, for any reason whatsoever.
 - ▶ To comply with any other condition precedent to signing the contract specified in the RFP documents.

6. Exemption for EMD amount:

Exemption from submission of EMD shall be given to bidders, who are Micro and Small Enterprises (MSE) / Startups. The bidders who are MSE have to submit necessary document issued by NSIC and the bidders who are startups have to be recognized by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD, firms should necessarily enclose a valid copy of registration certificate issued by NSIC/DIPP which are valid on last date of submission of the tender documents 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 period of 6 months. MSE/Startup firms which are in the process of obtaining NSIC certificate/ DIPP 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.

7. 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.

8. 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 15 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.

9. Sub - Contracting

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

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 20), which contains all the services and terms and conditions of the services to be extended as detailed herein. The successful bidder shall execute the SLA and NDA and provide the same along with acceptance of Purchase Order. The SLA agreement will come in force from the date of application go-live.

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.com. It may please be noted that the grievance can be filed by only that bidder who has participated in Procurement proceedings in accordance with the provisions of this RFP. All letters must be addressed to the following:

Chief 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. 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) 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.

20.51. Service Provider shall provide Police verification report of all the resources deployed on the Bank of Baroda project on the Bank's premises within 1 month from the date of on boarding on the project. For subsequent deployment of resources during the contract period, on boarding of the resource to be done preferably after police verification, however not later than 1 month from the date of on boarding.

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 16 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 and E-tendering

Eligibility Bid to contain the following (All the Documents should be digitally signed by authorized representative of bidder)

Section#	Section Heading	Performa 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) Letter	Annexure 04
4.	Bid Security Form (EMD in the form of Bank Guarantee)	Annexure 05
5.	Bid Security Declaration for Micro and Small Enterprises (MSE) / Start-ups	Annexure 04A
6.	Letter of Undertaking from the bidder	Annexure 06
7.	Conformity Letter	Annexure 08
8.	Letter of Undertaking from the OEM/ OSD	Annexure 09
9.	Undertaking of Information Security (Bidder & OSD)	Annexure 10
10.	Technical Proposal: The proposal based on Technical Specification compliance should be submitted with pages properly numbered, each page signed and stamped.	Bidder need to provide the Compliance of all technical requirement along with the scope mentioned in Annexure 11
11.	Executive Technical Summary	Bidder to provide
12.	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 from authorized representative of bidder.	Bidder to provide
13.	Masked price bid (Please note that the masked price bid should be exact reflection of the commercial bid except that the masked price bid should not contain any financial information)	Annexure 13
14.	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	Bidder to provide
15.	A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank.	Bidder to provide (To submit Board Resolution copy of authorizing official to submit the Bid)

Section#	Section Heading	Performa Given
16.	Declaration / undertaking for the compliance of Information & cyber security controls	Annexure 16
17.	Certificate of Local Content	Annexure 18
18.	Integrity pact (Bidder to submit duly Signed and Stamped /digitally signed Integrity Pact with Rs. 600 Non Judicial stamp paper /eSBTR along with Bid)	Annexure 19
19.	Service Level And Non-Disclosure Agreement Format	Annexure 20
<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 Instruction

i. Support Details for GeM Portal:

Support details of Online Portal facilitator	helpdesk-gem@gov.in 1800-419-3436; 1800-102-3436
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ii. 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.

iii. 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.

iv. 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
 - Weighted 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 Required
A	General		
1	Bidder must be a Government Organization / PSU / PSE / partnership firm / LLP or private / public limited company in India at least for the 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 (self-certified letter signed by authorized official of the bidder)
3	The Bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017. or The Bidder is from such a country and has been registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure I to the said Office		Undertaking as per Annexure 3 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 Required
	Memorandum / Order and we submit the proof of registration herewith.		
4	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.		Letter of confirmation (self-certified letter signed by authorized official of the bidder)
5	The Bidder to provide an undertaking on his letter head that all the technical requirements highlighted as part of Technical Scope are covered in totality in the proposal submitted by the bidder.		Letter of confirmation from bidder(self-certified letter)
B	Financial		
1	<p>The Bidder must have registered average annual turnover of Rs. 45 Crore or above during the last three completed financial years – 2020-21, 2021-22 and 2022-23* (Not inclusive of the turnover of associate companies).</p> <p><i>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).</i></p> <p>The Bidder must have registered average annual turnover of Rs. 15 Crore or above during the last three completed financial years – 2020-21, 2021-22 and 2022-23* (Not inclusive of the turnover of associate companies).</p>		<p>Audited Financial statements for the financial years 2020-21, 2021-22 and 2022-23*. Certified letter from the Chartered Accountant clearly mentioning Turnover, Net Profit and Networth. 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. In this scenario Audited</p>

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
2	The Bidder must be Net profit making entity continuously for the last three years i.e. financial years –2020-21, 2021-22 and 2022-23* OR 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.		Financial statements for the financial year 2019-20, 2020-21 and 2021-22 are to be submitted.
C	Experience & Support Infrastructure		
1	Bidder/OSD should have implemented and/or managed Universal Reconciliation Management System in minimum 2 Banks / Financial Institutes in India / Global in last 5 years (from RFP date) and at least one of these Banks should have 500 branches or a balance sheet size of Rs. 2.00 lac Crore or more.		Documentary Proof to be attached along with order / contract copy
2	The proposed solution should have the capability to reconcile various Accounts viz. Internal Office accounts (CBS, Treasury), 3rd party transaction reconciliation (Reconciliation of transaction and amount receivable from and payable to) like NPCI, RBI, VISA, MASTER aggregators etc. It should cover business like Digital Business, Treasury Business, Government Business, Agriculture Business etc. Details are mentioned in RFP and should have capability to process at least 5 Crore transactions per day on average basis as on RFP date.		Documentary proof from such Bank/s to be enclosed with the Technical Bid document, where the bidder should ensure: a. Their reconciliation works are / was up to the Bank's satisfaction. b. There is / were no pendency in the reconciliation works during the contract tenure.
3	Bidder should have direct support office at Mumbai		Self-certified letter signed by authorized official of the bidder mentioning address of direct support office.
<p><i>In case the bidding company/ firm is hived off from the demerged company, the experience, eligibility etc. as per the requirement of the RFP may be considered as of the demerged company, provided the demerged company doesn't apply in the same RFP process and Novation / Other Relevant Agreement is in place. In that case, Relevant Novation / Other Relevant Agreement need to be submitted.</i></p>			

The technical bids of only those bidders who qualify the above-mentioned eligibility criteria will be evaluated.

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.

Technical Proposal will be evaluated for technical suitability and the criteria for evaluation of technical bids are as under:

Criteria	Evaluation Parameters	Sub Scores
<p>The number of Implementations carried out in India (during the last 5 years till RFP submission date) **</p> <p>Bidder/OSD should have implemented and/or managed Universal Reconciliation Management System in minimum 2 Banks / Financial Institutes in India / Global in last 5 years (from RFP date) and at least one of these Banks should have 500 branches or a balance sheet size of Rs. 2.00 lac Crore or more.</p>	<p>(Each implementation for proposed solution by bidder 5 marks)</p> <p>(Each implementation for proposed solution by OEM 3 marks (Maximum 9 marks))</p>	15
Functional/Technical Specifications compliance	As per Functional/Technical Specifications requirement Given in Annexure 11	25
Technical Presentation* on Proposed Solution by the Bidder	<p>Technical presentation will be evaluated on the following parameters:</p> <ol style="list-style-type: none"> Proposed Solution (6 marks) Solution architecture and approach & methodology (6 marks) Operations & Support (6 marks) Project Governance and Resource Planning (6 marks) Scalability, Security, Audit and Compliance (6 marks) 	30

<p>Product Demo 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.</p> <p>For additional feature in solution bidders will be given weightage in marks allocation in product demo.</p>	<p>Demonstration of in-depth understanding of the Bank’s project technical and functional requirements.</p> <p>(20 Marks for Product Demo and 10 Marks for Reference Call / Other Customer Interactions (Bidders need to provide reference client no for interaction))</p>	<p>30</p>
<p>TOTAL MARKS</p>		<p>100</p>

** Copies of Work order / client reference to be provided. Documentary proof for go live of implementation to be provided.

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

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

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

C. Commercial Bid Evaluation

The commercial bids of only those bidders who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible Bidders. The commercial bids submitted by Bidders will be evaluated based on discounted total cost of ownership. The discount rate will be used @ 10%. The key considerations of the TCO would be the total payouts for entire project through the contract period, discounted at 10% to arrive at the present value of the future cash outflows. Accordingly the L1 (Lowest Bidder) would be arrived at. The calculation performed by the Bank in this regard is as follows:

- The discounted rate will be calculated on yearly basis based on the formula $A/(1+i/100)^n$ where A= Total Value in each Year; i=10% and n =Year.
- The Present Value will be calculated for all components where the payment is recurring year on year. The Present Value for the component will start from the year of purchase of that component / start of the services (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.

D. Weighted Evaluation:

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

As an example, the following procedure can be followed:

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

$$\frac{C_{low}}{C} \times 100 + T(1 - X)$$

C stands for discounted rate arrived basis of commercial evaluation;

C_{low} stands for the lowest discounted rate arrived basis of commercial evaluation.

T stands for technical evaluation score and

X is equal to 0.30.

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

In the above example, **C_{low}** is 100.

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

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

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

The proposal of H1 (Highest Bidder in Weighted Evaluation) shall be recommended for award of contract.

2. Commercial Bids Terms

- 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.
- In the event optional prices are not quoted by the bidder, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the participating Bidder will be taken as the costs, for such alternatives and also for arriving at the Total Cost of Ownership for the purpose of evaluation of the Bidder.

The same item has to be supplied by the Bidder free of cost

- c. The bidder is requested to quote in Indian Rupee (INR). Bids in currencies other than INR would not be considered. The date for opening of price bids would be communicated separately to the successful bidders post the completion of the eligibility evaluation
- d. The prices and other terms offered by bidders must be firm for an acceptance period of 180 days from the opening of the commercial bid.
- e. In case of any variation (upward or down ward) in Government levies / taxes / cess / duties etc. which has been included as part of the price will be borne by the bidder. Variation would also include the introduction of any new tax / cess/ duty, etc provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like GST and any taxes introduced instead of GST and levies associated to GST or any new taxes introduced after the submission of bidder's proposal shall be passed on or adjusted to the Bank. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Necessary documentary evidence should be produced for having paid any tax/cess/duty, if applicable, and or other applicable levies.
- f. If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than GST and if the Bank has to pay the same for any of the items or supplies made here under by the bidder, for any reason including the delay or failure or inability of the bidder to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Bidder along with the documentary evidence. If the Bidder does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Bidder from the Bank along with the interest calculated at commercial rate.
- g. Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected Bidder will be final and binding on the bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the bidder".
- h. The Bank is not responsible for any assumptions or judgments made by the bidder for arriving at any type of costing. The Bank at all times will benchmark the performance of the bidder to the RFP and other documents circulated to the bidder and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the bidder must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents. The Bank shall not be responsible for any assumptions made by the bidder and the Bank's interpretation will be final.
- i. The Commercial Offer should give all relevant price information and should not

contradict the Technical Offer in any manner. There should be no hidden costs for items quoted.

- j. The Bank is not responsible for the arithmetical accuracy of the bid. The bidders will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Bidder. The Bank at a later date will not accept any plea of the bidder or changes in the commercial offer for any such assumptions.
- k. Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP

3. Price Comparisons

- a. The successful bidder will be determined on the basis 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:
 - The Bidder is expected to provide the GST amount in both the commercial and masked bids (without amounts being submitted in the Eligibility response). There will be no price escalation for during the contract period.
 - 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
Chief General Manager (IT)
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: RFP for Supply, Implementation & Maintenance of Universal Reconciliation Management System.

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; I/ we certify that _____ is not from such a country.”
2. “I/ we have read the clause regarding restrictions on procurement / ToT arrangement in sensitive technologies with an entity having beneficial ownership from a country which shares a land border with India from a bidder of a country which shares a land border with India / 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 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 (Earnest Money Deposit)

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

To,

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

Sub: RFP for Supply, Implementation & Maintenance of Universal Reconciliation Management System.

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

Amount: Rs. _____ /- (Rupees _____ Only)

Mode: Online Transfer/Bank Guarantee

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

UTR / Txn ref. No. _____

Txn Date: _____

Remitting Bank: _____

Remitting Bank IFSC Code: _____

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

Beneficiary Bank IFSC Code: BARB0BANEAS

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

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

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

We having our registered office at (herein after called the 'BIDDER') are providing our bank account details as per below to be considered as our account for refund of Bid Security (Earnest Money Deposit), wherever applicable as per terms & conditions mentioned in the Tender document.



A/C Name:

A/C No.(Company account details):

IFSC Code:

Bank Name:

Bank Address:

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

Dated this.....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: RFP for selection of Service Provider for Vehicle Pricing Data Aggregation for Auto Loan Application Processing.

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 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 - Bidder need to provide the Bank Guarantee in following format in lieu of Bid Security Transaction)

To,

Date DD-MM-YYYY

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

Dear Sir,

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 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

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: RFP for Supply, Implementation & Maintenance of Universal Reconciliation Management System.

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. All 'Bill of Material' line items have been quoted as per requirement in Commercial Bid format without any deviation.
4. 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.
5. 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.
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 on the Terms & conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Scope of work, Approach, Work plan, Personnel schedule, Curriculum Vitae, Experience in related projects etc. You are also requested to provide a reference of the page number, state the clarification point and the comment/suggestion/ deviation that you propose as shown below.]

Name of the Bidder:

Contact Person Name:

Tel No:

Email-ID:

Sr. No.	Page #	Point / Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation
1				
2				
3				
4				
5				
6				

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

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: RFP for Supply, Implementation & Maintenance of Universal Reconciliation Management System.

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 OSD

(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: RFP for Supply, Implementation & Maintenance of Universal Reconciliation Management System.

We (Name of the OSD / OEM) who are established and reputable manufacturers / developers of having factories / offices 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 providing 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 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 in respect of the terms defined in the RFP then (OEM / OSD Name) would continue to meet these either directly or through alternate arrangements without any additional cost to the Bank.

Dated this.....by20

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: RFP for Supply, Implementation & Maintenance of Universal Reconciliation Management System.

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 and Scope of Work

This Request for Proposal (RFP) has been prepared solely for the purpose of enabling Bank of Baroda (“the Bank”) to select a Bidder for end-to-end implementation of Payment Reconciliation Application for Digital Banking Channels & Products. The Bank wishes to put in place Payment Reconciliation for all its Digital Banking Channels & Products with minimum uptime of 99.99%.

Bank wishes to select a competent bidder who will be able to deliver / implement the required solution and integrate the same with the Banks’ internal applications and that of RRBs. At Bank’s discretion, bidder will also be required to support Bank and RRBs in integration of future solutions, which Bank/RRBs are going to procure.

Bank proposes to manage reconciliation process as under:

- Proposed bidder would implement Payment Reconciliation Application and Onsite support for managing day to day operations related to reconciliation.
- Presently, Bank is processing a volume of 3 crores transaction on daily basis. Assuming that the volume of transaction will grow by 2 times for the succeeding years on daily basis, the hardware sizing and other infrastructure requirement has to be properly factored in the technical proposal submitted by the bidder.
- The technical proposal submitted by the bidder should consist of details about the reconciliation application/ software and the prerequisite software’s required for the application to run. Details like Operating System, database, web server, its version, etc. which will be required by the system to be successfully implemented should be mentioned by the bidder.
- The technical proposal of the bidder should provide information on software type like proprietary/licensed. The licensing details should be properly mentioned and support should be available from authorized partners for maintenance, upgrade and any bug fixes.
- The reconciliation application should have the capability to run online as well as in offline mode, bidder has to factor the application accordingly. Since reconciliation is a daily and time bound activity, bidder should offer a solution where reconciliation application with limited or no connectivity to the live server can be used on a standalone workstation to perform the daily reconciliation.
- The reconciliation application should comply with the OWASP (Open Web Application Security Project) Top 10 standards.
- The application will be subjected to Information Security audit and vulnerability assessment and penetration testing before/after go-live. The bidder will be expected to resolve observations of such audits/VAPT within stipulated timeline by Bank and need to submit evidences/proof to bank for closure of VAPT/IS audit observation and take sign off from the bank on resolution of observations.
- It would be bidder’s responsibility to integrate proposed solution with existing Security Information and Event Management (SIEM) to generate alerts. Proposed solution should be able to send logs in an acceptable format to the existing SIEM solution. Bidder would be provided adequate support by bank’s existing SIEM system integrator for the purpose of integration.
- The successful Bidder will have to ensure continual security of the software / tool provided. Any development activity for incorporating security measures will be a

part of the maintenance of the application. Version upgrade of the application has to be done by the bidder and will be part of the maintenance activity.

- The implementation of the recommendations to improve security in the reconciliation process/ application will be in the scope of the Payment Reconciliation Application provider without any extra cost to the Bank.
- The bidder has to submit the source code review report to the Bank at regular intervals.
- The reconciliation application should be developed as per the industry benchmark / standards on design, development and security principles.

The Bank, for this purpose, invites proposal from Bidders who are interested in participating in this RFP who fulfill the eligibility criteria and are also in a position to comply with the technical specification. Apart from the above, the bidder must also agree to all the terms & conditions mentioned under this RFP.

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

A. Scope of Work

- 1) A Bidder should be a Service Provider for providing an end to end scalable Reconciliation Solution/application or bidder who directly can provide the required solution. The solution should be implemented at Bank, and at the Bank's discretion, at RRBs of Bank, foreign subsidiaries and or any subsidiary/branch/office of this Bank. However, there may be increase in the number of branches / offices as per the business requirement / policies of the Government (merger/ acquisition). Hence, the same needs to be considered as part of scope of work.
- 2) The Bank may arrange for, necessary servers, hardware and applicable software, operating system to install the solution at Bank Data Centre and also replicate at Disaster Recovery Site. DC and DR will function as Active / Passive. The RTO and RPO requirement for DC DR Replication will be as per bank's policy. Application and database to have separate instance for Bank and each RRB, foreign subsidiaries/ territory branches. Implementation will be at DC, DR or any of the location identified by the bank, these locations, if changed, the solution be implemented accordingly. Network connectivity, security and other infrastructure will be provided by the Bank.
- 3) The project will be implemented at - Mumbai location.
- 4) The bidder should develop and submit a detailed project implementation plan indicating milestones and deliverables to Bank.
- 5) The project implementation plan will be monitored regularly and delay in achieving milestones and deliverables will be analyzed and corrective action to be taken in terms of release of payment, etc.
- 6) The Solution involves Business Rules engine (to enable configurability) Alerts Mechanisms and transaction/summary reporting based system integrated with various organizational financial transaction based Systems / Applications.

- 7) The Bank will provide necessary infrastructure, Work space, furniture and electricity to enable the bidder to complete implementation.
- 8) Transaction/ Summary reports generation: The solution should also generate Transaction/ Summary report/ Data files as per the format needed by Bank from time to time. Please refer to Table-1 for detailed specification on module wise generation of reports.
- 9) The application will include the following modules/products:
 - a) IMPS
 - b) NEFT
 - c) RTGS
 - d) UPI
 - e) BBPS
 - f) BHIM Aadhaar Pay
 - g) Internet Banking
 - h) Mobile Banking (BOB World)
 - i) Baroda FasTag (NETC)
 - j) IPG (Payment Gateway)
 - k) Prepaid Cards
 - l) PAPL
 - m) Digital lending
 - n) Dispute accounting and management
 - o) Any other transaction related module
 - p) Dispute Accounting Management
 - q) Payables/ GL wise reconciliation applicable to all products
 - r) Receivables GL wise Reconciliation
 - s) Integration with ODR system as per RBI requirement
 - t) Aadhar Enabled Payment system (AEPS)
- 10) The solution should be able to provide reconciliation of identified Internal Office Accounts. Further, the solution should also be able to provide ageing of balances of all the Internal Office Accounts and provision requirement thereon as per applicable Internal Office Policy/RBI guidelines for all Internal Office Accounts of the bank (Domestic Operations and International Operations) (Details on IOA Reconciliation account mentioned below)

Internal Office Account Reconciliation:

Period end Reconciliation	<p>Reconciliation of period end balances with the transactions in identified Internal Office Accounts</p> <ol style="list-style-type: none"> a) The solution should be able to identify transactions which are forming a part of balances outstanding at period end for identified Internal Office Accounts. b) The solution should be able to match transactions basis multiple scenarios and criteria within the tool. For E.g. One transaction matching with multiple sources. c) Integration to load data from Data Lake from identified GL Balances. The solution should allow the import of general ledger balances, subledger information, individual line items and other mandatory fields required by BOB to facilitate certification. E.g. nature and purpose of GL. Please mention whether the solution supports automatic import via SFTP and manual file upload based on templates.
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	<p>d) The solution should check and validate all input data prior to importing to the system. E.g. raise alerts/ warning message in case mandatory data is missing during input/ import.</p> <p>e) The solution should be able to store back-up files and supporting.</p> <p>f) The solution should be able to provide ageing of balances of all Internal Office Accounts and provision on unreconciled balances as per our Internal Office Accounts Policy.</p> <p>Business Coverage: Digital Business Operations and Services Agriculture Government Business Direct Foreign Business</p>
Exception Handling	<p>Identification of exceptions and module for exception handling within the tool:</p> <p>a) The solution should be able to identify discrepancies and allow user to perform manual adjustments prior to certification.</p> <p>b) All Manual adjustments to have an audit trail and can be easily available through dashboards, system reports.</p> <p>c) The solution should be able to suggest remediation basis past trends and allow user to validate and act on such remediation.</p> <p>d) The solution should have a functionality to develop and implement rules on need basis by users.</p> <p>e) The tool must be able to retain a repository of such rules which have been implemented by the tool</p>
Dashboards and Notifications	<p>a) The solution should send notifications based on events such as exceptions identified, new task assigned, activity completed, etc.</p> <p>b) The solution should provide an interactive dashboard governance and process visibility:</p> <ol style="list-style-type: none"> i. Ageing of unreconciled item, breakdown by user, department, and other selectable attribute (customizable) ii. Risk indicator (Red, amber, and green) basis materiality iii. Unallocated transactions iv. Recurring vs non-recurring breaks v. Overall visibility on the tasks in progress as well as variances and exceptions. vi. Custom reporting capability for analytics. vii. Provision requirement on unreconciled balances of internal office accounts as per existing internal office account policy/RBI requirement. <p>c) The solution can provide Net ageing in the required buckets considering historical knockoff and Debit and Credit ageing separately. Further, provide trigger for provision on Debit Balance or DEAF Transfer for Credit Balances after passing stipulated period to the accounts team.</p>

Other Technical Criteria:

Proof of Concept	<p>a) Selected vendors will be required to demonstrate their solutions using specific data from Bank of Baroda. All vendors selected for the proof-of-concept (POC) phase will be provided with a sample set of data from various source systems within 2 weeks of the scheduled demonstration date.</p> <p>b) All vendors that progress past the POC phase will hold a brief discussion (of approximately one hour) with selected members of Bank. These vendors will then meet with a larger group of executives, project team members and selected end users to provide a POC review.</p>
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	c) Vendors will use their proposed software products in conjunction with specific data from the Bank. This part of the demonstration should take no more than two hours.
Migration	<p>a) Formulate the migration strategy and a detailed plan as per agreed cut-off date.</p> <p>b) The vendor should ensure migration of past data, wherever relevant, to the new technology solution.</p> <p>c) The initial migration will be performed in an UAT environment and obtain confirmations from relevant stakeholder before moving to a live environment.</p>
Segregation of duties	The solution should allow for segregation of duties to ensure appropriate resources are performing steps and the same individual cannot prepare and approve a reconciliation. Configurable roles including maker/checker/reviewer roles
Auditor View	The solution should have a distinct role for auditors to be able to view sign-offs, comments, and supporting documents.
AD Integration	The solution should integrate with Bank's Active Directory to allow single sign-on.
Admin Rights	The solution should facilitate proper system administration management to include the ability to generate detailed user reports and system reports. Access management – to manage controlled user access with user level read/write/edit access
Escalation Matrix	The solution should have alerts based on predefined escalation matrix and deadline set for each task (based on roles). Users should be able to provide comments. E.g. To justify delays
<u>Documentations</u>	<p>a) Creation of Standard Operation Process Notes for use of reconciliation platform</p> <p>b) Issue draft BRD for the Bank to approve before developing the software.</p> <p>c) UAT findings and proofs for future reference in a log</p>
Training	<p>The Vendor should provide:</p> <p>a) Complete knowledge imparting to business team about the process and procedures</p> <p>b) Conduct of seminars for end user training for Corporate users</p> <p>c) Conduct of seminars for end user training for users at Zone/Region & Branch level</p> <p>d) Description of skills and count of staff requirements for the Bank to build a team.</p> <p>e) <u>Offline training and support through process manual for easier reference</u></p>
Technical Support	The bidder shall provide complete technical support for software problems (all licensed software provided by the bidder as a part of this tender or maintained by the bidder as a part of this tender) and or questions, defect and non-defect related to Bank office automation products, systems and licensed applications.
	<p><u>Project Completion and Go-Live:</u></p> <p>a) Provide a certificate that the new setup has all the requisite functionalities.</p> <p>b) Support of 6 months post UAT and post Go-Live for both i.e. standard product and customization</p> <p>c) Possibility of extension for a period of 6 months post the initial support of 3 months.</p>
Scalability & agility	The vendor should be able to scale their services to meet the growing needs of the business. Ensure product architecture is scalable for future needs such as cloud inclusion, volume support extrapolated up to minimum 5 years with industry expected growth rate

Flexibility:	The vendor should be able to adapt to changing business requirements and accommodate various data formats and sources and be able to update the solution from time to time
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- 11) The bidder in their proposal should provide details regarding Database Design, Table Structure, and Application Programming Interface etc. so as to give the Bank, sufficient insight on working of the application or software. System should have maximum automation and minimum human intervention mechanism based on AI / ML / Robotics etc.
- 12) The Service provider must ensure that the solution provided is compatible to integrate with Bank's systems, especially the CBS/ Switch which uses oracle database, Customer Relationship Management, complaint management module, RPA solution, etc. Any middleware if required for necessary integration needs to be provided by the bidder within the same quote given for entire solution.
- 13) Implementation site, if changed, will be informed to successful bidder.
- 14) The solution /application may be accessed by different locations. Solution provider (bidder) to ensure the same.
- 15) Any up-gradation or modification related to compliance & regulatory requirement by the Bank to be provided free of cost by the successful bidder.
- 16) Bidder must provide qualified fit & proper technical resources with proper background verification, having necessary technical qualification and expertise of the proposed solution onsite 24X7.
- 17) The Service Provider or bidder will be the single point of contact to provide the solution to the Bank.
- 18) The selected Service Provider or bidder will provide the Bank a complete solution for all the modules including but not limited to supply, installation of required hardware & software.
- 19) The proposed solution by the Service Provider or bidder should have the experience as mentioned in the Eligibility Conditions. Certification of satisfaction of service from GM / DGM of Scheduled Commercial Banks (for implementation in India) or Head of Department (for implementation abroad) should be provided. Summary of one such Payment Reconciliation project implemented must be enclosed with the technical bid, giving below details;
 - a) Name of the Client
 - b) Number of Branches
 - c) Nature of the Payment Reconciliation Project
 - d) Scope of the Payment Reconciliation Project
 - e) Project Deliverables
 - f) Architecture of the Payment Reconciliation solution implemented
 - g) Date of award of Contract
 - h) Date of commencement of the Project
 - i) Date of successful commissioning of the Project (Pilot / Live)
 - j) Whether the Project has been vetted / audited by any independent Agency / Institutional Consultants of Repute, and if so, outcome thereof.
 - k) Name of the person who can be referred to from Clients' side, with Name, Designation, Postal Address, Contact Phone and Fax numbers, E-Mail IDs, etc. (Attach copies of purchase orders)
- 20) The Bank also reserves the right to inspect such installation(s) while evaluating the Technical Bid. The Technical Service Provider or bidder should obtain permissions and

bear all the expenses in this regard.

- 21) Non-compliance penalty of NPCI or any other regulatory entity, applicable to Banks and Customer compensation for delayed reconciliation, delayed filings and beyond prescribed TAT (Turnaround time) will have to be borne by the bidder for reasons not attributing to the Bank and attributing to the Bidder. Penalty amount and customer compensation for such incidences will be recovered from the bidder. This would be part of Liquidated Damages.
- 22) At the end of contract period and / or as and when desired by the Bank, Bidder has to arrange for data / process reverse migration to Bank or to new service provider, as & when finalized by the Bank at free of cost.
- 23) Successful bidder will have to implement the project covering entire scope of the RFP, including all technical and functional specifications as specified in the RFP. Phase 1 application should be installed at bank designated location as per the delivery timeline mentioned below.
- 24) The Successful bidder team will perform testing of the various functionalities and fix bugs, anomalies, gaps with respect to processes being followed as per Banks RFP requirement within 30 days. The full- fledged implementation set up with selected service provider with deployed onsite support manpower and back up will run for a minimum period of 30 days. Bidder has to obtain UAT and production sign off from bank team for each product/module.
- 25) The live data would be provided to the selected service provider for running the processes during testing period. The selected service provider will confirm that functionality provided is as per the RFP scope, data migration and processing speed is proper, the results produced by their application are correct.
- 26) Escrow Mechanism:-The Bank and Bidder shall agree to appoint an escrow agent to provide escrow mechanism for the deposit of the source code for the Reconciliation application product supplied/procured by the Bidder to the Bank in order to protect its interests in an eventual situation. The Bank and the Bidder shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, inter alia, the events of the release of the source code and the obligations of the escrow agent. Costs for the Escrow will be borne by the Bidder.
- 27) Turnaround time: The proposed solution should take maximum one hour to complete end-to-end reconciliation beginning from placing the raw input files, processing, generation of output reports, etc. This would be the part of SLA.
- 28) Bidder to factor the license cost of the solution for all the modules in the scope.
- 29) Bidder should have an escalation and support matrix for timely resolution of system complaints.
- 30) Bidder should provide system configuration information to Bank to set up the Production, UAT (User Acceptance Test), Development and DR Environments.
- 31) Bidder to implement the solution at DR Site of Bank with fail-over provision to servers at Bank's Disaster Recovery site.
- 32) Bidder to create and manage environments for Integration testing and UAT (User Acceptance Testing), the UAT setup shall be near replica of the production setup.
- 33) Bidder to ensure that the application should be designed with redundancy in mind to ensure nil impact by failure of one or more components/servers or software in Production environment.
- 34) Bidder to provide training to Bank Team for identified processes for Payment

Reconciliation Application, design and implement Payment Reconciliation Application. One training would be part of the implementation and maintenance. In addition, annual training is to be conducted by the successful bidder at Head Office, Vadodara/DC, DR site at Mumbai and Hyderabad.

- 35) The Solution provided by the Service Provider should have the necessary interface to integrate with CBS for posting transactions/TTUM file posting. The message format may be ISO 8583 or any other format specified by the bank.
- 36) The Solution should have the capability to build rules, set parameters, identifiers specified for each product and generate the output report after reconciliation based on the configuration specified for the particular product.
- 37) The application should be capable of reading and storing the opening and closing balances of the pool/GL accounts on all reconciliation days including holidays. Any difference in the closing balance of the previous day and the opening balance of the present day for which reconciliation should be recorded in the daily dashboard for each product.
- 38) The application should be capable of reading the CBS file of the respective pool/GL accounts and generate the arrived balance which is the net sum of the debit and credit entries in the respective pool/GL account. This arrived balance should be recorded in the daily dashboard for each product
- 39) The Service provider / bidder should have implemented atleast 2 modules out of UPI/ IMPS/ NEFT/ RTGS/ BBPS which should be running successfully for more than a year.

B. Technical and Functional Specifications

The Bidder should submit the compliance in the strictly in the following format for below mentioned Technical / Functional Specification/requirement. All the Technical / Functional Specification/requirement 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.

Technical Specification Scoring: Technical scoring will be evaluated on following criteria as part of Technical evaluation.

TECHNICAL SPECIFICATIONS

S #	Description	Compliance (Y/N)	Max marks
1.	Service Provider / successful bidder will provide module wise reconciliation application whose order of implementation will be UPI, NEFT, IMPS, RTGS, BBPS & others and any other software required to run the solution.		5
2.	Service Provider / successful bidder will be responsible for patching of OS and closing of any Vulnerabilities and high risk observations in the Servers (i.e. Application, Data Base and all related servers) as reported in the VAPT Audit and Information Security Audit as per Bank of Baroda's policy. Furthermore, the upgradation of		5

S #	Description	Compliance (Y/N)	Max marks
	DBMS and any other software being utilized by the Bidder would be the responsibility of the Bidder.		
3.	Bidder has to make necessary version upgrades in the reconciliation application whenever any requirement arises either from bidder' side (based on other bank's best practice that suits Bank of Baroda's business & operational convenience) or due to any advisory of controlling agencies like DFS, RBI, IBA, NPCI etc. or any Payment service provider, without any additional cost to Bank during contract period.		5
4.	In compliance to the recent directives of RBI & NPCI on harmonization of TAT in redressal of customer complaints for various digital banking products, reconciliation application bidder has to support even during holidays (365 days, 24x7).		5
5.	The application should have the feature to tag the transaction for each product as disputed/ customer complaint/ unauthorized transaction/ ombudsman. There should be separate tracking of complaints issuer / acquirer wise and also for Banking Ombudsman complaints as well.		5
6.	Maintain a shareable backup data server for reconciliation purpose as well as for handling customer complaints, product-wise MIS, reports, transaction search/enquiry. The production and report server should have SQL query support to generate customized output as per bank's need. The content access should be provided to bank team with table structure, header, data , etc		5
7.	In addition to the reconciliation system, data retention in the reconciliation system is an important requirement. At any given point of time, data retention of the input and output files in the reconciliation system should be for a minimum period of one year. Beyond one year, the data to be stored in the report server of reconciliation system. Bidder to factor the storage and hardware requirement accordingly.		5
8.	Successful bidder has to provide, module wise detailed SOP & job card to Bank for the reconciliation application.		5

S #	Description	Compliance (Y/N)	Max marks
9.	Detailed RCA of any technical / operational downtime / operational error needs to be submitted to Bank in timely manner.		5
10.	Bidder to do transaction level 3-way reconciliation for all digital channels/products and share the transaction level reconciled output and summary with GL balancing report to Bank on daily basis.		5
11.	Bidder to provide replicated application of the module on separate report server other than the live server with DC/DR setup for day to day report extraction / query generation.		5
12.	The application should have the capability to read input files in any format from different sources like NPCI(network), bank's switch, any application, etc. and generate output files in the bank desired file format(excel, text, csv, pdf, lst, etc.)		5
13.	The application should be capable of generating a daily dashboard of reconciliation of each product. Dashboard should consist of total amount debited/credited to the pool account, amount claimed/settled by the respective Network/ Host/ Aggregator. Dashboard should also consist of the Opening and closing balances of the respective pool/GL accounts, system debit/ credit entries, manual debit/ credit entries, arrived balances, cutoff difference and highlight any discrepancy entry-wise. The format of the dashboard can be excel, pdf or any other format as specified by the bank. The dashboard should be prepared product wise, GL wise, and transaction routing type (issuer/acquirer, inward/outward).		5
14.	The application should be capable of storing and maintaining of all historical data for future use when required.		5
15.	The application should store GL account wise debit/credit transaction entry wise ageing from the date of creation of entry in the system and generate report GL wise for all debit/credit transaction entry with ageing as on date.		5
16.	The application should maintain audit trail of the user activities like login, processes invoked updates, output accessed, and related activities in the application.		5

S #	Description	Compliance (Y/N)	Max marks
17.	The application should identify and generate report of unusual/unrelated credits/debits in GL accounts. The application should generate a report with total credit amount/debit amount with total number of successful and failed transactions in the respective pool accounts on a particular date.		5
18.	The application should be capable to prepare and generate as per the audit and statutory compliance monthly reconciliation report GL account wise with balance as on the last day of the month with details of transaction entry comprising of last day balance and ageing in the bracket of 0-3 months, 3-6 months, 6-12 months, 12-24 months, 24-36 months and beyond 36 months.		5
19.	The application should be capable to record on the day of recon any excess/ shortage entry in pool accounts and record the date of entry when it is nullified. System should generate such entry reports as when required by the bank.		5
20.	The application should be capable to modify and incorporate changes in new procedure and accounting standards.		5
21.	The application should generate daily, weekly, monthly and Quarterly reports for age wise debit and credit entries in the respective pool accounts, monthly RBI reports as required by Bank, any other MIS report as per the requirement of the Bank.		5
22.	Bidder to provide the required solution architecture, for interfacing / connecting necessary hardware, servers and the Computer hardware, OS and database required for the solution being procured. It would be verified / vetted by Bank.		5
23.	Dashboard in PDF/Excel/csv/xml,etc format consisting of all GL heads, pool account balances (opening and closing), shortage/excess, no. of entries, user id of the maker and checker with other details should be generated. Option of printing and downloading should be provided.		5

Functional Specification Scoring: Functional scoring will be evaluated on following criteria as part of Technical evaluation:

S. No.	Module / Product	Features and Functional description	FC / PC	Max Marks
1.	IMPS (Immediate Payment Service)	<ol style="list-style-type: none"> 1. System should have capability to carry out reconciliation of IMPS transactions to be reconciled by following 3-way reconciliation based on CBS File, Switch file and all raw NPCI(network) file on Settlement Cycle/T+0/1 basis. Settlement & Dispute Management of transactions to be handled as per NPCI (network) prescribed procedure. 2. System should generate output files for successful transactions, failed transactions, timeout transactions, exceptional transactions and preparing vouchers as necessary/required. Vouchers would consist of list of accounts with corresponding credit and debit entries account wise. The net sum of debit and credit entries in the voucher generated should be zero. 3. System should generate NPCI(network) output files like TCC(Transaction credit confirmation) and returns bulk upload file as required by NPCI for inward timeout (deemed approved) transactions and TTUM file for inward timeout transactions & outward fail transactions within TAT. 4. System should generate voucher by reading NPCI (network) NTSL files, daily settlement files, adjustment files and raw files for daily settlement reports of NPCI (network) including income & expenses with GST and other adjustment entries. 5. System should perform reconciliation of Treasury settlement accounts and all other internal GL & PL accounts i.e. inward, outward, treasury, income parking, expenses parking etc. 		<p>5</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p>

S. No.	Module / Product	Features and Functional description	FC / PC	Max Marks
		<p>6. System should read NPCI (network), GST file for monthly income and expense booking, GST invoice generation and sharing with other banks, preparation of GST TDS data & claim of GSTTDS from NPCI.</p> <p>7. System should prepare transaction maintenance file for chargeback/deferred chargeback, re-presentment, pre-arbitration accounting entries as per NPCI prescribed settlement files.</p> <p>8. System should identify and generate report and process auto reversal of failed transactions.</p>		<p>5</p> <p>5</p> <p>5</p>
2.	NEFT (National Electronic Fund Transfer)	<p>1. System should have capability to carry out reconciliation of NEFT transactions to be reconciled by following 3-way reconciliation based on CBS File, QNG file and SFMS file on T+1/2 basis.</p> <p>2. System should have the capability to read CBS File, QNG file and SFMS file in any file format as available with the bank.</p> <p>3. System should have the capability to generate output files for CBS File, QNG file and SFMS file in any file format as desired by the bank(for eg. .xls,.csv,.pdf,.txt, etc.).</p> <p>4. System should generate output files for matched transactions, failed transactions, host wise recon summary and detailed reconciled report as required.</p> <p>5. System should segregate data in both CBS and SFMS file host wise (CMS, RRB).</p> <p>6. Matching the data 3 - ways i.e. SFMS, CBS and QNG.</p> <p>7. System should generate report for matched transaction and unmatched for further process.</p> <p>8. System should generate excess</p>		<p>5</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p>

S. No.	Module / Product	Features and Functional description	FC / PC	Max Marks
		transaction report for inward SFMS mismatch transaction to be credited or if credit is not possible generate return report for reversal to respective remitter.		5
		9. System should generate report for inward/beneficiary transactions, CBS mismatch consisting of debit and credit entries.		5
		10. System should generate exception report in case of debit mismatch leading to shortage in pool account and triggering alert for the Bank team to do manual recovery.		5
		11. System should generate exception report in case of credit mismatch leading to excess in pool account and triggering alert reversing the transaction to the respective beneficiary.		5
		12. System should generate exception report in case of mismatch transaction, where excess in pool account triggering alert for reversal to BOB remitter account after confirming final status from QNG/IT team.		5
		13. System should generate exception report for any shortage in pool account fund triggering alert for recovery from remitter account.		5
		14. System should have the capability to do reconciliation of settlement account and internal GL accounts i.e. Payable & Receivables based on output files.		5
		15. System should prepare & generate settlement file based on the funds received from Treasury in NEFT rejection account.		5
		16. System should perform reconciliation of inward and outward GL accounts and NEFT rejection account.		5
		17. System should perform reconciliation of transactions from		5

S. No.	Module / Product	Features and Functional description	FC / PC	Max Marks
		<p>different hosts like PPF, CMS, etc.</p> <p>18. System should be capable of generating dashboard for inward and outward reconciliation to summarize reconciliation process for the day.</p> <p>19. System should be capable of generating dashboard in PDF format consisting of all GL heads, pool account balances (opening and closing), shortage/excess, no. of entries, user id of the maker and checker with other details should be generated. Option of printing and downloading should be provided.</p> <p>20. System should be capable of generating TTUM for transactions which are to be credited to customer with direct posting in CBS.</p> <p>21. System should read the GST files for GST calculation and invoices preparation for all banks.</p> <p>22. System should prepare report for income and expenses booking along with GST for interbank/processing charge earned and paid on per transaction basis.</p> <p>23. System should have the capability to integrate with CBS for posting transactions and vouchers.</p> <p>24. System should identify and generate report and process auto reversal of failed transactions</p>		<p>5</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p>

S. No.	Module / Product	Features and Functional description	FC / PC	Max Marks
3.	RTGS	1. System should have capability to carry out reconciliation of RTGS transactions to be reconciled by following 3-way reconciliation based on (CBS, QLIK File), QNG file and SFMS file on T+1/2 basis.		5
		2. System should have the capability to read (CBS, QLIK File), QNG file and SFMS file in any file format as available with the bank.		5
		3. System should have the capability to generate output files for CBS File, QNG file and SFMS file in any file format as desired by the bank(for eg. .xls,.csv,.pdf,.txt, etc.).		5
		4. System should have the capability to generate output files for matched transactions, failed transactions, host wise recon summary and detailed reconciled report as required.		5
		5. System should have the capability to segregate data in both CBS and SFMS file host wise (CBS, CMS, RRB, and Treasury).		5
		6. System should have the capability to match the data two ways i.e. SFMS to CBS and vice versa host wise.		5
		7. System should record and generate report for matched transaction and unmatched transaction.		5
		8. System should generate report for inward/ beneficiary SFMS mismatch transaction to be credited/ return to respective beneficiary/ remitter.		5
		9. System should record and generate report for inward/beneficiary transactions, CBS mismatch report consisting of debit and credit entries.		5
		10. System should have the capability to do reconciliation of settlement account and internal GL accounts i.e. Payable & Receivables based		5

S. No.	Module / Product	Features and Functional description	FC / PC	Max Marks
		<p>on output files.</p> <p>11. System should have the capability to perform reconciliation of inward and outward GL accounts and RTGS rejection account.</p> <p>12. Dashboard in PDF format consisting of all GL heads, pool account balances (opening and closing), shortage/excess, no. of entries, user id of the maker and checker with other details should be generated. Option of printing and downloading should be provided.</p> <p>13. System should have the capability to generate TTUM for transactions which are to be credited to customer with direct posting in CBS.</p> <p>14. System should have the capability to integrate with CBS for posting transactions and vouchers.</p> <p>15. System should identify and generate report and process auto reversal of failed transactions.</p>		<p>5</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p>
4.	UPI (Unified Payments Interface) Part-I	<p>1. System should perform reconciliation of UPI transactions to be reconciled by following 3-way reconciliation based on CBS File, UPI Switch file and all NPCI raw files in prescribed format on T+0/1 basis/ Settlement Cycle wise.</p> <p>2. System should prepare report of settlement & Dispute Management of transactions to be handled as per NPCI prescribed procedure and TAT.</p> <p>3. System should be capable of handling all new requirement of Bank/NPCI/RBI for UPI reconciliation activity.</p> <p>4. System should generate output files in bank desired file format for successful transaction, failed transaction, timed out transactions, exceptional transactions, matched/unmatched transactions and</p>		<p>5</p> <p>5</p> <p>5</p> <p>5</p>

S. No.	Module / Product	Features and Functional description	FC / PC	Max Marks
		<p>report/output/data to be save/retained on server.</p> <p>5. System should prepare and generate daily vouchers for posting in CBS. Vouchers would consist of list of accounts with corresponding credit and debit entries accountwise. The net sum of debit and credit entries in the voucher generated should be zero.</p> <p>6. System should be capable to generate the NPCI files in the format as specified by NPCI for uploading in the NPCI portal like preparing TCC (Transaction Credit Confirmation) DRC (Debit Reversal Confirmation) RRC (Return Reversal Confirmation) and RET (Returns) bulk upload file as per the guidelines of NPCI for timeout, outward fail and inward fail transaction within TAT. Any other such requirement to be complied.</p> <p>7. System should prepare report consisting of accounting entries for customer disputes raising credit adjustment/Debit Adjustment, charge back & re-presentments through NPCI Dispute Management System portal within TAT.</p> <p>8. System to generate voucher as per the requirements of the bank for daily settlement reports of NPCI.</p> <p>9. System should read NPCI settlement file and generate settlement Voucher/TTUM with calculation as per NPCI NTSL.</p> <p>10. System should perform reconciliation of RBI settlement account/Treasury & GL accounts i.e. Payable & Receivables based on output files and daily vouchers.</p> <p>11. System should be capable of handling the exception raised during reconciliation (passing on credit to the customer/recovery</p>		<p>5</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p>



S. No.	Module / Product	Features and Functional description	FC / PC	Max Marks
		from the customer) and passing/posting the necessary settlement entries in CBS.		
		12. System should read NPCI GST file for GST calculation and invoice.		5
		13. System should read NPCI TDS file for TDS claim with NPCI and settlement to GST cell BCC.		5
		14. Calculation of income/expense based on the monthly NPCI file provided and passing on the necessary income/expense entry along with GST in CBS. Bank wise generation of invoices based on the monthly income file provided by NPCI.		5
		15. System should be capable of passing daily necessary vouchers/TTUM after reconciliation in CBS. Auto posting in CBS.		5
		16. System should read all NPCI raw files(financial, non-financial, QR code based, BBPS, VPA based, IPO, SI, mandate, international, UPI lite, Aadhaar mapper, mobile no. and all other NPCI transactions introduced by NPCI with specific purpose code, merchant category code, initiation mode, transaction type, etc.		5
		17. System should read the NPCI raw file and switch file with CBS file and segregate the transactions as P2P, P2M (U2, U3, U5, UC, U4, etc) and generate income expense report segregating switching fee paid, PSP fee paid/earned, interchange fee paid/earned, miscellaneous fee paid/earned like SEBI fee, IPO, mandate, penalty paid and received, customer compensation paid and received, etc.		5
		18. System should identify and generate report and process auto reversal of failed transactions.		5

S. No.	Module / Product	Features and Functional description	FC / PC	Max Marks
5.	UPI (Unified Payments Interface) Part-II	<ol style="list-style-type: none"> 1. System should be capable of reconciliation of GL account having Kit charges deducted for retail merchants and matching with the file received from source (TAB banking team). 2. System should generate the report for the matching records where kit is issued and total amount to be booked in PL at the end of the month. 3. System should have the capability to generate report for the kit charges which does not match with the Tab data for follow up with the branches 4. System should have the capability to generate report for charges lying in the GL account having an ageing of more than 3 months. 5. System should have the capability to parameterize the kit charges. 6. System should identify and generate report and process auto reversal of failed transactions. 		<p>5</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p>

S. No.	Module / Product	Features and Functional description	FC / PC	Max Marks
6.	UPI Part-III	1. System should read support / switch source file and generate output file in the format as required by the bank to be e-mailed to the aggregator.		5
		2. System should read the aggregator/master merchant/switch file/CBS file.		5
		3. System should generate output files in bank desired file format for successful transaction, failed transaction, timed out transactions, exceptional transactions, matched/unmatched transactions and report/output/data to be save/retained on server.		5
		4. System should identify and generate report and process auto reversal of failed transactions.		5
		5. System should have the capability to do reconciliation of settlement account and internal GL accounts i.e. Payable & Receivables based on output files.		5
		6. System should generate voucher for total remittance to the respective aggregators and prepare refund file in bank's format/NPCI format for credit adjustment.		5
		7. System should have the capability to tag the transactions as refunds, chargebacks, represented, pre-arbitration/arbitration.		5
		8. System should have the capability to generate the report of excess credit for transaction credited multiple times in the GL accounts on account of refund, chargeback acceptance, etc.		5
		9. System should generate report of settlement entries.		5

S. No.	Module / Product	Features and Functional description	FC / PC	Max Marks
7.	BBPS (Bharat Bill payment Systems)	<ol style="list-style-type: none"> 1. System should be capable to read NPCI File, TID file, CBS file and Channel file in any file format as available with the bank. 2. System should be capable to generate output files for NPCI File, TID file ,CBS file and Channel file in any file format as desired by the bank(for eg. .xls, .csv, .pdf, .txt, etc.). 3. For COU, system should match Input files from NPCI (BB01) and TID with Bank's CBS file channel-wise, and accordingly need to generate reports for successful and exceptional transactions. System should have the capability to generate reversal vouchers for failed transaction, and refund voucher received from aggregator and settlement voucher on T+2 basis. 4. System should have the capability to generate report of Bank GL (Pool account) tally on daily basis. 5. For channel –wise recon, system should prepare and generate all support files in bank desired format required in the process of reconciliation. 6. System should generate daily and monthly MIS to be generated for all billers for their onward reconciliations and shared with the billers through e-mail. 7. System to prepare daily settlement/refund vouchers. 8. System to perform credit adjustment and RET on URCS portal for failed transactions to be done. 9. System should reconcile and tally GL Pool account. 10. System should generate bank charges and commission voucher preparation as per NPCI report. 		<p>5</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p>

S. No.	Module / Product	Features and Functional description	FC / PC	Max Marks
		11. System should generate settlement dashboard where netting of transaction done by NPCI for BOU, COU, switching fee, interchange fee, taxes, other charges.		5
		12. System should match settlement transaction with NPCI and TID onus with CBS credit from respective sources for agents on-boarded on BBPS platform based on agent id/channel code on T+1/2 basis.		5
		13. System should perform NPCI credit adjustment/refunds/arbitration settlement with customer on T+1 basis.		5
		14. For BOU, system should match input file from NPCI and onus transaction report with TID file for settlement with billers on T+1 basis.		5
		15. System should perform management of exception and missing transaction in BOU and COU.		5
		16. System should generate TTUM for transaction which is to be credited to customer with direct posting in CBS.		5
		17. System should be capable of reading NPCI files for identifying the charges relevant to booking of income as well as expenses.		5
		18. System should read NPCI GST file for GST calculation and invoice.		5
		19. Calculation and reporting of commercial for various billers.		5
		20. System should be able to read NPCI file for TDS claim with NPCI and bifurcation of GST components for settlement to GST cell.		5
		21. Customer Dispute Management		

S. No.	Module / Product	Features and Functional description	FC / PC	Max Marks
		Reconciliation of GL account (pool a/c) & RBI settlement account on daily basis.		5
		22. System should identify and generate report and process auto reversal of failed transactions.		5
8.	BHIM Aadhaar	<p>1. System should be capable of reconciliation of BABP transactions to be reconciled by following 3-way reconciliation based on Network (NPCI) file, Application Switch file (TCS) and Core Banking file from Finacle.</p> <p>2. System should perform reconciliation for both Acquirer and Issuer.</p> <p>3. System should be able to read the input files, no specific input (Bank format/ as available from respective source.</p> <p>4. System to use reconciliation logic as per common transaction identifier available in input files.</p> <p>5. System should generate summary report to which includes matched/unmatched/failed/no status transaction.</p> <p>6. For failed transaction or transactions with no status, system should check at which level transaction has failed (at CBS level, or Network (NPCI) level or Application level-(TCS) with the help of common transaction identifier. In case of no auto reversal, refund file should be prepared and system should initiate the reversal. For failed transaction should generate CBS and NPCI transaction status and also auto reversal status. Format of the refund file should be as per Bank/Network (NPCI) requirement.</p> <p>7. System should generate single TTUM file for multiple input file-receivable, payable, and</p>		5
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S. No.	Module / Product	Features and Functional description	FC / PC	Max Marks
		<p>debit/credit should be done in settlement account and credit adjustment and reversal to customers from payable account. Reconciliation of settlement account and internal GL accounts i.e. payable and Receivable based on output files.</p> <p>8. System should identify and generate report and process auto reversal of failed transactions.</p>		5
9.	Internet Banking (aggregator) transaction settlement and Reconciliation	<p>1. System should be capable to read aggregator wise scroll file and CBS file in any file format as available with the bank.</p> <p>2. System should have the capability to generate output files for aggregator wise scroll file and CBS file in any file format as desired by the bank(for eg. .xls,.csv,.pdf,.txt, etc.).</p> <p>3. System should generate a report with total credit amount/debit amount with total number of successful and failed transactions in the respective pool accounts in a particular date.</p> <p>4. System should generate reversal vouchers for failed transaction, and refund voucher received from aggregator and settlement voucher on T+1 basis. GL (Bank Pool account) tally on daily basis.</p> <p>5. System to perform reconciliation of Bank reports with Aggregator files.</p> <p>6. System to reconcile the bank files/statements with respective aggregators for remittance and refund/reversal of the funds.</p> <p>7. System should identify and generate report of transactions auto reversed/refund through system</p>		5 5 5 5 5

S. No.	Module / Product	Features and Functional description	FC / PC	Max Marks
		and generate report of failed transactions.		
10	BoBWorld (MB)	<p>(Bill payment & Recharge)</p> <p>a) System to perform reconciliation of Bob World transactions to be reconciled by 2-way reconciliation based on CBS File & Bob World support file on T+1 basis.</p> <p>b) System should be capable of reading the support file and convert/generate an output file in a format as per the requirement of the bank for sending through e-mail to the respective vendor.</p> <p>c) System should be capable to read the summary file received from the vendor and generate output files for matching transactions.</p> <p>d) System to bifurcate the data into failed, successful and pending transactions</p> <p>e) System to generate TTUM for the transactions which are to be credited to customer with direct posting in CBS on T+1 day</p> <p>f) System should generate vendor-wise successful transaction report for payment to vendor.</p> <p>g) GST Calculations & Invoice preparation</p> <p>h) Maintaining data backup for handling customer complaints & reconciliation</p> <p>(Aggregator Transaction)</p> <p>a) Bob World Aggregator Transaction is reconciled by following 3-way reconciliation process based on CBS data, Admin Portal Data & Aggregator Transaction Data.</p> <p>b) Generating file from Admin</p>		<p>5</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p>

S. No.	Module / Product	Features and Functional description	FC / PC	Max Marks
		<p>Portal and matching Portal Data with CBS data</p> <p>c) Bifurcating successful, failed and pending transaction as per the summary received from vendor.</p> <p>d) System should be able to read the file received from the aggregator compare with CBS and support file for arriving the net claim and transactions to be updated with output flag as auto refund, manual refund and settlement amount on the basis of comparison of CBS data, Portal data & Aggregator Transaction summary.</p> <p>e) Making TTUM entries for refunding the amount of failed transactions and settlement of successful transactions with the vendor on T+1 day</p> <p>(Scan to pay)</p> <p>a) Bob World Scan to pay transactions are reconciled by following 4-way reconciliation process based on CBS Data, B24 data, Rupay & Visa based data received from email and QR report downloaded from Bob Admin Portal. System should be capable of reading the input files.</p> <p>b) System should be capable of converting the data received from all sources into proper format as specified by bank and bifurcating the data into successful, failed and no status transaction.</p> <p>c) System should be capable of importing the data from QR report and generate output report of failed transactions after proper scrutiny.</p> <p>d) System should be capable of</p>		<p>5</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p>

S. No.	Module / Product	Features and Functional description	FC / PC	Max Marks
11	MIS and alert system	generating report of transactions for raising chargeback of failed transactions in the specified format as provided by bank. System should identify and generate report and process auto reversal of failed transactions.		5
		1. System should be able to Generate High value transaction for a particular date. Configuration parameters will be provided by the bank.		5
		2. System should alert and generate report for multiple debits or credits to pool account having same transaction id like RRN or UTR,etc..		5
		3. System should alert and generate report for more than 10 debits or credits to a customer account in a day.		5
12	Baroda FasTag (NETC)	4. System should record the transaction ageing of the credit entries in the GL account and generate report as and when required by the bank.		5
		1. System should perform reconciliation of NETC Usages transactions to be reconciled on T+1 basis by following 3 way recon approach using NPCI EGCS Data, FASTag portal Data and CBS Data.		5
		2. System should perform reconciliation of NETC Wallet Recharge transactions to be reconciled on T+1 basis by following 3 way recon approach using FASTag portal Data, CBS Data and Delivery channel (Recharge mode).Channel wise reconciliation to be performed and GL accounts to be tallied.		5
		3. System should perform reconciliation of NETC Tag		5

S. No.	Module / Product	Features and Functional description	FC / PC	Max Marks
		<p>Issuance transactions to be reconciled on T+1 basis by following 3 way recon approach using FASTag portal Data, CBS Data and Delivery channel (Issuance mode).Channel wise reconciliation to be performed and GL accounts to be tallied. To ensure proper fund movement in Security Deposit, Issuance Fee & NETC Recharge Pools. All 3 fund category to be tallied and reconciled separately.</p> <p>4. System should perform reconciliation of NETC MPOS transactions to be reconciled on T+1 basis by following 2 way recon approach using FASTag portal Data and CBS Data.</p> <p>5. System should generate Settlement TTUM for internal accounts.</p> <p>6. System should generate refund Files/TTUM to push credit to customers.</p> <p>7. System should generate adjustment files in case of customer credit in CBS is not feasible.</p> <p>8. System should read NPCI GST file for GST calculation and invoice.</p> <p>9. System should generate daily channel wise dashboard for FASTag Issuance, Recharge and Usages Transactions, MPOS Deposits.</p> <p>10. System should be capable of providing Transaction status at all the Sources (CBS/NPCI/FASTag Portal/Delivery Channel). System should also provide reconciliation status of any transaction/transactions for a certain time period to address any customer complaint for FASTag recon process.</p> <p>11. System should be capable of providing various customized</p>		<p>5</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p>

S. No.	Module / Product	Features and Functional description	FC / PC	Max Marks
		reports as per Bank's requirement.		
		12. Chargeback and Dispute management as per TAT defined by NPCI/IHMCL.		5
		13. System should identify and generate report and process auto reversal of failed transactions.		5
13	IPG (Payment Gateway)	<ol style="list-style-type: none"> 1. System should perform reconciliation of IPG transaction are to be reconciled by 3-way process based on report generated through CBS, IPG Application and VISA/ MasterCard/ RuPay Network. 2. System should perform reconciliation of internal GL a/c based on CBS and IPG Application report. 3. System should generate of settlement report/ dashboard which consists summary of sale/refund/chargeback and re-resentation transaction for all the 3 networks (VISA/ MasterCard/ RuPay). 4. Creation of summary report on the basis of outgoing and incoming from all 3 networks on transaction date. 5. System should generate TTUM files for movement of funds between the accounts based on 3 way reconciliation. 6. System should generate report on aggregators/master-merchants settlement file. 7. System should generate merchant-wise transaction reports on daily basis. 8. System should generate all network wise chargeback file. 9. System should read network (NPCI, etc.) GST file for GST calculation 		5
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S. No.	Module / Product	Features and Functional description	FC / PC	Max Marks
		and invoice. 10. System should perform reconciliation of NTRP transaction by using the file from the aggregator PayU, IPG application & CBS. 11. System should identify and generate report and process auto reversal of failed transactions.		5 5
14	Prepaid Card	1. System should be capable to perform reconciliation of card issuance and load transaction happened Between CBS pool account and Vendor card Wallet Balance. 2. System should be capable to identify excess/deficit in pool account entry wise with previous day card load and encashment transaction report and CBS account statement. 3. System should be capable to identify excess amount and card KIT number to be checked and loaded by prepaid team on T+1. 4. System should be capable to identify deficit amount and amount loaded in KIT number to be identified and mail sent to respective card load branch for crediting amount to Pool account. 5. System should be capable to identify Card Network transaction amount to be moved to unsettle account on T+1. 6. System should be capable to identify daily GL Tally-> EOD CBS balance-Transaction moving to Unsettle account= EOD wallet balance on vendor end. 7. The system should be able to perform the reconciliation as per above approach for all card variants like Gift cards, reloadable cards, MCFX cards, etc., pool account-wise.		5 5 5 5 5 5

S. No.	Module / Product	Features and Functional description	FC / PC	Max Marks
		8. System should be capable to perform recon of card usage transaction and settlement of funds on NPCI (gift/reloadable) / VISA (forex) network, generate TTUM on T+1.		5
		9. System should generate report for transaction amount to be moved to unsettle account and on matching Transaction report with settlement report with RRN Number, settlement amount to be moved to NPCI /VISA settlement account.		5
		10. System should be capable to generate report of income and expense booked on settlement of transaction.		5
		11. System should be capable to identify Unsettle account GL tally-> transaction amount - settlement amount + network reversal + fund post debit/credit= unsettle transaction at vendor end, pool account-wise.		5
		12. System should be capable to perform recon of settlement of funds on NPCI (gift/reloadable) / VISA (forex) network, pool account-wise as per the procedure provided by bank.		5
		13. System should be capable to perform Nostro settlement, pool account-wise as per the procedure provided by bank.		5
		14. System should be capable to record and maintain chargeback data with transaction details and generate report for accounting entries within TAT and GL tally of chargeback account as per the procedure provided by bank.		5
		15. System should be capable to perform recon of expire Gift card account as per the procedure provided by bank by matching CBS accounts of Pool and Expire		5

S. No.	Module / Product	Features and Functional description	FC / PC	Max Marks
		account and maintain data for expired cards and GL tally pool account-wise.		
15	PAPL Operations	1. System should perform reconciliation of PAPL Operations transactions to be reconciled by following 2-way reconciliation based on CBS Report File, Eretail report file with Qlik file on T+1 basis.		5
		2. System to generate output files for match transactions, failed transactions, Account wise recon summary and detailed reconciled report as required.		5
		3. System should generate report on Reconciliation Settlement, refund and cancellation Account, and Subvention Account based on output files.		5
16	Digital Lending	1. System should be capable to carry out the reconciliation of collection account debited on T day and settlement Account credited on T+ 1 basis.		5
		2. System should carry out 3-way reconciliation between data from DLP platform, source (IPG) settlement report and CBS accounting entries extract on daily basis and generate report for pending transaction to be settled for a specific transaction date.		5
		3. Stamp Duty Reconciliation: System should carry out reconciliation of the Stamp duty account as per the details provided by bank.		5

S. No.	Module / Product	Features and Functional description	FC / PC	Max Marks
17	Dispute Accounting Management	1. System should be capable of reading the Network(NPCI) adjustment file and segregate the entries for chargeback raised on bank and chargeback raised by bank.		5
		2. System should be able generate chargeback report, re-resentation report, pre-arbitration and arbitration report based on the Network(NPCI) file.		5
		3. System should be able to read the input dispute files and generate output files in the bank's specified format to be incorporated in the bank's other internal applications		5
		4. System should be able to handle customer disputes by raising adjustments/chargebacks as per NPCI prescribed procedure		5
		5. System should be capable to generate of credit adjustment and Debit adjustment reports		5
18	Payables/ GL wise reconciliation applicable to all products	1. System should be capable of doing reconciliation of all the Payables account for all the network.		5
		2. System should generate age wise breakup with amount of entries pending in payables		5
		3. System should generate alert reports for entries pending More than 2 days		5
		4. System should be capable of accounting for all type of disputes in CBS		5
		5. System should generate of summary report of payables account		5
		6. System should perform reconciliation of all the chargeback GL		5

S. No.	Module / Product	Features and Functional description	FC / PC	Max Marks
		<p>7. System should generate age wise breakup of entries pending in Chargeback GL</p> <p>8. System should generate daily tally report.</p> <p>9. System should generate excess settlement report posted in payable account</p> <p>10. All the issuer transactions should be reconciled three way and action should be taken for all the unreconciled transactions.</p>		<p>5</p> <p>5</p> <p>5</p> <p>5</p>
19	Receivables GL wise Reconciliation	<p>1. System should be capable of doing reconciliation of all the Receivable account for all the networks age wise breakup of entries pending in Receivable.</p> <p>2. System should generate alert reports for entry pending More than 2 days.</p> <p>3. System should do accounting for all type of disputes in CBS</p> <p>4. System should generate summary report of Receivable account</p> <p>5. System should perform reconciliation of all the Receivable chargeback GL Age wise breakup of entries pending in Chargeback GL</p> <p>6. System should generate report on age wise breakup entries to be debited in All the Receivable.</p> <p>7. System should generate report on settlement entries pending in Receivable account.</p> <p>8. System should generate report on excess settlement posted in Receivable account.</p> <p>9. All the acquirer transactions should be reconciled three way and action should be taken for all the unreconciled transactions.</p>		<p>5</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p>

S. No.	Module / Product	Features and Functional description	FC / PC	Max Marks
		10. System to generate daily tally report.		5
20	Integration with ODR system as per RBI requirement	1. System should have the capability to read the UDIR files shared by the network (NPCI), switch UDIR files and generate reports for transactions matched and unmatched.		5
		2. Application should be capable to update the reconciliation status of the transaction for the request received through UDIR system.		5
		3. Application should be capable to integrate with UDIR solution provided by the Bank / NPCI / other associations.		5

S. No.	Module / Product	Features and Functional description	FC / PC	Maximum Marks Allotted
21.	AEPS (Adhar enabled payment system)	1. NPCI will generate the AePS raw data file and put the same in their SFTP location. The application has to pull the NPCI files from NPCI Domain SFTP Location to their location and decrypt the same by the private key through PGP tool provided by the NPCI or deploy the utility for decryption of the NPCI AePS raw data. CBS will generate the raw data file and put the same in SFTP Server location (Bank Domain). The application will pull the CBS raw data file and put the same in their location. Financial Inclusion Gateway (FIG) will generate the raw data file and push the same in SFTP Server/ Service provider location. Application will pull the same in their location, which is to be used for reconciliation.		5
		2. The application should be able to automatic uploading/pulling of AePS raw data files i.e. FIG files, CBS files and NPCI files from their location/folder for reconciling the transaction entries, segregation of unreconciled entries and generating of output files.		5
		3. The application should be able to generate		

	<p>the TTUM files after reconciliation of AePS raw data files for settling the customers/BCs accounts from reconciliation tool and develop the utility/API for uploading the same in CBS for the following:</p> <ul style="list-style-type: none"> ➤ Payable to customer from AePS Payable account for failed transaction ➤ Recover the amount from BCs in AePS Receivable account for failed transaction ➤ Credit to Customer account returned from NPCI for the failed transaction 		5
	4. The users are able to access Input files i.e. NPCI raw data file, CBS Files, FIG Files and output files from Service provider application tool, which is to be used for internally analysis purpose.		5
	5. System should have capability to handle multiple integration from upstream to downstream. It can Import file, data from database and remote locations.		5
	6. System should have capability to source diverse forms of data formats and perform data processing such as validations and enrichment.		5
	7. System should have capability to define the formats, structure, location and data fields of the Imported files.		5
	8. System should have capability to perform data consolidation of data coming from various sources and multiple locations.		5
	9. System should have capability to define a fully automatic reconciliation process or jobs, which needs to be executed/ triggered manually/ automatically at specified time during any time period of an accounting cycle like hourly/weekly / Intraday etc.		5
	10. System should have capability to enable User Interface driven configuration of rules for reconciliation.		5
	11. System should have capability to which can load feeds, trigger recon and generate reports automatically.		5
	12. System should have capability to support integrated data extraction, mapping and integration tools.		5



		13. System should have capability to add specific data to enrich the feeds such as reason codes or dates.	5
		14. System should have capability to handle Increasing volumes in the existing recon jobs.	5
		15. System should have capability to enable transformation of Data that is uploaded in the solution and enrich the same for reconciliation.	5
		16. System should have capability to support commonly used financial instruments and can support any kind of financial instruments.	5
		17. System should have capability to reconcile multiple files with one single reconciliation.	5
		18. System should have capability to define matching scenarios which could be simple or multi-level matching.	5
		19. System should have capability to perform diverse matching methods such as one to one, many to many, many to one, one to many.	5
		20. System should have capability to support multi-way (recon between more than 2 systems), multi-level and conditional based matching.	5
		21. System should have capability to display and support follow-up jobs on unmatched transactions.	5
		22. System should have capability to provide Management dashboard that is dynamic & customizable and gives information plus monitors & tracks exceptions till resolution / closure.	5
		23. System should have capability to offer an intuitive and event-driven visual display of reconciliation statuses and outcomes. i. Aging summary ii. Match gradation summary iii. Recon Execution iv. Scheduled recons v. Recon Exception Summary vi. Recon Summary b. All unmatched items can be viewed separately in unmatched transaction details screen. In the 'Reason for Mismatch' column, the reason for exception is listed. c. Manual matches are available at exception screen where matching can be performed manually on the operations screen using	5



		'Force Match', „split“, „merge“ etc options with approval flow.		
		24. System should have capability to generate various reports as and when required and in Word, Excel or PDF formats.		5
		25. System should have capability to perform force matching of unmatched transactions and also configure it for a four-eye check.		5
		26. System should have capability to support Role based access.		5
		27. System should have capability to carry unmatched records to next day for reconciliation and ability to specify the number of days to carry forward.		5
		28. System should have capability to handle complex business rule with regards for consolidation/reconciliation.		5
		29. System should have capability to carry out real time Matching		5
22.	Internal Office Accounts	a) Reconciliation of identified Internal Office Accounts		5
		b) Ageing of balances of all internal office accounts.		5
		c) Provision requirement on unreconciled portion of balance of all internal office accounts as per office account policy/RBI guidelines.		5

Description	Response
Required functionality is readily available	“FC”= 100% of allocated Marks
Required functionality will be made available with customization	“PC”= 60% of allocated Marks
FC- Fully Complaint PC- Partially Complaint	

****Note: - All the transactions must be reconciled as far as possible on real time basis**

Total marking for technical & functional scoring will proportionate to 25 Marks and accordingly bidder’s marks will be calculated as part of Technical bid evaluation

C. Scope of Work for Debit Card, ATM and Cash Recycler (CR) transaction reconciliation and dispute handling.

1. Data Extraction (Processing of files) in application- Switch file, CBS files, Network (Visa/Master/NFS/Rupay) files, EJ, C3R, Admin counter, Machine counter, etc. These files are used as under:

a) Reconciliation of Debit Card transaction

- b) Reconciliation of ATM & Cash Recycler (CR) transaction
 - c) Network settlement & preparation of settlement voucher
 - d) Individual ATM and CR GL reconciliation & cash tally
 - e) Reconciliation of all the GLs related to Debit Card, ATM and Cash Recycler.
 - f) Customer dispute handling
 - g) Income, expense and TDS booking
 - h) Generation of GST invoices
 - i) Generation of various reports
 - j) Processing of monthly recovery with MSPs with justification for each and every instances.
 - k) Processing of pro-active credit adjustment for failed transaction.
 - l) Processing of chargeback from issuer and acquirer prospective.
 - m) Processing of refund and cash back transactions
 - n) Adherence of GST and other tax related compliance and providing reports as require by Bank.
 - o) Maintaining of report of incoming/outgoing invoices related to GST
 - p) Processing of invoices of payment system networks.
2. Debit Card transaction on ATM, POS & Ecommerce on different payment network NFS, RuPay, VISA, MasterCard etc including onus transactions.
 - a) ATM ONUS transaction are reconciled with help of Switch, EJ, CBS Host (RI/RZ) & C3R
 - b) ATM Issuer transaction are reconciled with help of Settlement, Switch and CBS Host (RI/RZ)
 - c) POS/ECOM Issuer transaction reconciled with help of switch, Host & settlement.
 - d) Scan & Pay transaction using Debit Card through BOB World (Mobile Banking) application reconciled with help of switch, Host & settlement
 - e) Qspark (NCCMC) online/offline transactions using Debit Card and offline wallet transactions reconciled with help of switch, Host & settlement
 3. ATM and Cash recycler transaction for different payment network NFS, RuPay, VISA, MasterCard etc including onus transactions.
 - a) ATM ONUS transaction are reconciled with help of Switch, EJ, CBS Host (RI/RZ) & C3R
 - b) ATM Acquirer transaction are reconciled with help of Settlement, Switch, EJ, CBS Host (RI/RZ) & C3R
 - c) Cash on Mobile transactions on ATM/CRs through BOB World (Mobile Banking) application.
 - d) Cash Deposit transaction on Cash Recyclers with or without Debit Card.
 - e) Interoperable Cash Deposit transaction on Cash Recyclers.
 - f) ATM Cash Withdrawal through UPI (ICCW).
 4. ATM and Cash Recycler (CR) individual GL reconciliation and cash tally.
 - a) Each ATM and CR is having individual GL accounts, Under this the load, dispense, deposits, reversal, Customer dispute settled, closing balances are tallied with

individual ATMs and CR GL balance through switch balance, EJ, C3R, admin & machine counter and Physical Cash.

- b) Excess Cash- When differences are identified during the cash tally process under dispense tally and there are declined / un-matched transactions identified in the process the same is credited to excess cash accounts along with transaction details. These entries are knocked off on receipt of customer disputes / pro-active customer credit. Cash excess entries are generated at the end of Cash tally process.
- c) Cash Shortage- Physical shortage reported by CRA/Identified during cash tally are accounted in the centralize Cash short accounts for vendor cash loading ATMs/BNAs & individual branches cash short accounts for branch loading ATMs . And recovery from MSP is done at subsequent month from the MSP billing.

S#.	Module / Product	Features and Functional description
1	CARD BASED TXNS Including but not limited to Cash on Mobile, Interoperable cash deposit, Bharat QR based Debit card PoS txn, Tokenisation/ Host-card emulation (HCE) txn, UPI/ QR based cash withdrawal, NCMC Based PoS txn/ Wallet based offline contactless txnetc.	<p>Issuer Transaction- Three way reconciliation on the basis of Switch, CBS and settlement files on T+1 basis.</p> <p>ATM Acquirer transaction- Four way Reconciliation for ATM Reconciliation basis of Switch, CBS, Settlement files & EJ.</p> <p>Submission of Exceptional transactions (Online/ Offline) on T+1 basis</p> <p>Capable to modify and incorporate changes in new procedure and accounting standards.</p> <p>Capable to changes and modify the accounting procedure according to NFS, VISA, MasterCard, RuPay and all other Network and directives from statutory authorities, viz RBI/IBA/DFS/Govt. institutions etc.</p> <p>Reconciliation of all incoming and outgoing transaction (debit/credit/PPI cards etc.) with regards to NFS, VISA, MasterCard, RuPay and all other networks including POS- Ecommerce/ Standing instruction on Debit Cards transactions</p> <p>Automated Vouching system for NFS, VISA, and MasterCard, RuPay and all the other network and products.</p> <p>Generation of TTUMS, digitally signed and pushed to CBS for automatic posting without any manual intervention, for customer disputes, settlement credits, Refunds, Incentives etc. Refund credit is to be verified based on,</p> <ul style="list-style-type: none"> • Txn Matching, • Per card/ txn limit Matching, <p>Domestic/ International classification as per rules set by card network.</p> <p>Generation of Files to debit and credit customer account</p> <p>Generation of foreign exchange fluctuation for foreign transactions</p> <p>Cross tallying of Bank settlement account with forex branch advisement</p>



		Tracking and report generation of Various fees and penalty levied by regulators
		Preparation of QOC, QMR and monthly reports for VISA, Master card and RuPay respectively, including any other report required time to time for submission to regulatory authorities/ Bank's management.
		GST calculation and invoice
2	Reconciliation OF Entries IN NOSTRO AND MIRROR Account	Honoring the payment messages sent by the bank/Payment of draft issued by the bank
		Maintaining the Currency wise Nostro Balances daily
3	Accounting and Third Party Reconciliation	Follow standard accounting procedure and system to adapt new standards.
		Capable to modify and incorporate changes in new procedure and accounting standards and as per the requirement of RBI/NPCINFS VISA, MasterCard, RuPay and all other network
		Automated Vouching system for NFS, VISA, MasterCard, RuPay and all the other network and products.
		Generation of report of transaction such as Petrol, Railways, Tip and surcharge etc.
		Generation of Files to debit and credit customer account
		Generation of foreign exchange fluctuation for foreign transactions
		Cross tallying of Bank settlement account with forex branch advisement
		Tracking and report generation of Various fees and penalty levied by NFS, VISA, MasterCard, RuPay and all other Network and products of DBD.
4	MIS Reports and Decision Making system	Daily, weekly, monthly and Quarterly reports for ATM and CR GL Tally
		Daily, weekly, monthly and Quarterly reports for Bills payable, suspense and sundry account age wise
		Monthly RBI reports as required by Bank
		Monthly ATM deploying reports Generate Periodical reports as per requirement
		Age wise report for claim received, Claim settled and claim rejected.
		Exception report for Cash loading, EOD and ATM and CR balancing
		Daily reports on the basis of ATM and CR EJ Machine wise number of EOD performed Machine wise hopper wise failed transactions Machine wise hopper wise successful deposit and dispense transaction Machine wise suspected transactions
		Daily report for ATM and CR GLs where loading/unloading entries are pending with ageing.
		Daily report for number of transaction in particular ATM



		and CR GL ageing with respect to last transaction.
		Daily GL balancing reports for Issuer and acquirer, Issuer Chargeback and Acquirer
		Chargeback Daily, monthly, quarterly Reports for Chargeback, Presentment, Credit adjustment.
		Age wise daily reports of branches and Vendors who are not submitting EJ, CBR.
		Monthly report of all the disputes received and resolved Network wise
		Age wise data of all the ATM where reconciliation has not been done.
		Age wise pending Debit and Credit adjustment cases.
		All other reports bases on requirement of RBI, VISA, RUPAY and other Apex bodies
		Analysis on raw data as per Banks requirement
5	Payables GL wise reconciliation	Reconciliation of all the Payables account for all the network i.e. NFS, VISA, RuPay, MasterCard etc.
		Age wise breakup with amount of entries pending in payables
		Alert reports for entries pending More than 2 days.
		Accounting for all type of disputes in CBS.
		Generation of Summary sheet of payables account
		Reconciliation of all the chargeback GL
		Age wise breakup of entries pending in Chargeback GL
		Age wise breakup entries to be debited in All the bills payable.
		Reconciliation of all the Payables account for all the network i.e. NFS, VISA, RuPay, MasterCard etc.
		Age wise breakup with amount of entries pending in payables
		Alert reports for entries pending More than 2 days.
		Accounting for all type of disputes in CBS.
		Generation of Summary sheet of payables account
		Reconciliation of all the chargeback GL
		Age wise breakup of entries pending in Chargeback GL
		Age wise breakup entries to be debited in All the bills payable. Settlement entries pending in Bills payable account.
		Generate daily tally sheet.
		Excess settlement posted in payable account.
		All the issuer transactions should be reconciled three way and action should be taken for all the unreconciled transactions.
		Generation of Visa Money Transfer files.
		Generation of Exchange fluctuation file and their settlement and reconciliation
		Shadow Balance maintenance in Data base which should always tally with Bank CBS balance.



6	Receivables GL wise Reconciliation	Reconciliation of all the Receivable account for all the network i.e NFS, VISA, RuPay, Master card etc Age wise breakup of entries pending in Receivable.
		Alert reports for entry pending More than 2 days.
		Accounting for all type of disputes in CBS.
		Generation of Summary sheet of Receivable account.
		Reconciliation of all the Receivable chargeback GL Age wise breakup of entries pending in Chargeback GL
		Age wise breakup entries to be debited in All the Receivable.
		Settlement entries pending in Receivable account.
		Excess settlement posted in Receivable account.
		Shadow Balance maintenance in Data base which should always tally with Bank CBS balance.
		Generate daily tally sheet.
7	Suspense reconciliation	Generation of tallied report and difference statement for Zeroing entry in CBS.
		Accounting of suspense debtors, Cash in ATM & CR and Network
		Checking of ATM withdrawal, reversal, Bank advices posted in CBS.
		Generation of files to upload in CBS for debiting and crediting the customer account as well as Vendor account and ATM account.
		Generation of Switch outstanding, Branch outstanding, Network outstanding.
		Force reconciliation by relaxing some parameters.
		Inbuilt reconciliation rule table to reconcile all the transaction.
		Update and reconcile third party i.e NFS,VISA, MasterCard, RuPay and all the Network entries.
		Generation of Vendor wise sheet to recover the amount from vendor Age- wise break up of all Suspense entries
		Shadow balance maintenance in system which should always match with CBS Balance.
8	Individual ATM and CR GL Reconciliation	Interface for uploading Cash Balance Report (CBR) received from the branches/outourced vendors.
		Software should be able to store/retrieve Cash Balance Report along with Switch.
		CBS and EJ data and reconcile the same with the Bank records.
		The system should be capable to decrypt the error codes of the EJ of various ATM providers.
		System based computation of ATM cash dispense and CASH RECYCLER cash deposit/dispense between ATM



		EODs.
		Maintain Machine wise account in the system.
		Record all the transaction taken place in ATM and CR.
		Record all the Manual debit and credit taken place in ATM and CR.
		Verification of Overage and shortage at the time of Load unload.
		ATM and CR wise and age wise segregation of load and unload for Nodal branches.
		Maintenance and Generation for Cash Balance Report, C3R.
		Cross verification of actual cash loaded and Logical cash loaded.
		Reconciliation of cash management services and agencies Exception report generation for differences.
		Interface to upload file to branches.
		Record for excess and shortage and TTUM generation for the same.
		Generation and maintenance of Shadow balance in system which should always match with CBS.
		Breakup of sundry account who is maintaining excess cash balance.
		Breakup of suspense account maintain shortage.
		The system should be capable to generate all the unreconciled entries of ATM & CR and to reconcile the same.
		System should generate report like CBS outstanding, Switch outstanding.
		System should have capability to generate ATM and CR reconciliation report automatically.
		System should have capability to recognize all the transaction posted in GL and take it to GL reconciliation automatically.
		System to upload CBS and C3R report in system to perform GL reconciliation
		System should have intelligence to compute EOD balance on the basis of EJ, CBS and Switch.
		System should have capability to handle Acquirer and Onus claim lodge for particular ATM and CR
		Reconciliation should be on the basis of ATM GL EOD balances and other GL EOD balances in CBS for each day
		Verification of Billing & Income sharing of GST
9	Dispute Management	Handling customer dispute by raising credit adjustment/ Chargebacks & Representments through NPCI dispute management system (DMS)/ System should be capable to raise debit adjustments with other issuers for disputes related to acquiring transactions/ wrong reversals etc.
		Management of complaints received through Bank's CRM within TAT. System / product's module should be capable



		to interface with Bank's CRM complaints.
		Automatic updating of status of complaints in CRM
		Status updation of complaints to customer
		Generation of Chargeback file for all the networks.
		Generation of Re-presentation file for all the network
		Generation for Pre-arbitration file for all the Network
		Generation of Pre-arbitration Rejection file for all the network
		Generation of compliance Reports for all the network
		Compliance of Retrieval request and chargeback procedure
		File for 2nd presentment
		Details and register for cardholder documents received in 2nd Presentment.
		Multiple dispute chargeback letters.
		Generation of credit adjustment and Debit adjustment reports
		Management of all the other Kind of disputes and Requirement received from Network providers and card schemes.
		Reports for duplicate entry for single claim
		Validation of transaction from database
		Tracking of Dispensed amount and claimed amount, customer wise and ATM wise &/branch wise
		Dispute management of Tie up and Third Party
		Unique reference number to all the transaction and dispute.
		Handling of All the Banking Ombudsman cases, Consumer forum cases and RTI queries
		MIS for all the disputes weekly, monthly, Quarterly and yearly
		Collection of charge slip from Merchants for chargeback Retrieval request and other Dispute Received
		Age wise break up for all pending payments for merchant
		System should have capability to store and Retrieve all the documents received from different network and branches
		System should have capability to store and retrieve all the dispute as and when required by Bank. System should have capability to flag all the entries which were earlier unreconciled and now reconciled.
		System should have capability to handle all type of Disputes of NFS, VISA, MasterCard, RuPay and all the other network for which Vendor is performing settlement and Reconciliation for Bank.
		Vendor should have different Dispute Management system to keep History of all the disputes and Management of Dispute. Also capable to match Bank's/ RBI/ Card network policy defined TAT monitoring. Alert report should be generated for complaints falling beyond various internal/ external TAT configured.
		Vendor should have capability to manage all the Dispute arise for Payment gateway, Ecommerce transaction, ATM



		<p>and CR transaction.</p> <p>Daily Bifurcated Report on Debit Card (Financial) Complaints owing to the below appended:</p> <ul style="list-style-type: none"> • Cash Not Dispensed • Cash Dispensed Partially • Account Debited Twice for one Transaction • Cash taken but account not Credited (CDM) • Cash taken but account credited partially (CDM) • Account debited transaction failed (POS) • Account debited transaction failed (E-Com) • Unauthorised Electronic Debit <p>Daily Report on</p> <ul style="list-style-type: none"> • ONUS failed Transaction (Bank of Baroda Customer and Bank of Baroda ATM), number of such failed transaction that got auto reversed and credited back to customer account within 24 hours. <p>Cash on Mobile failed transaction, number of such failed transaction that got auto reversed and credited back to customer account within 24 hours</p> <p>Daily Report & Monthly/Quarterly/Yearly Certificates (as per Bank's prescribed format) on letter head of the successful Vendor : (Adherence to RBI Guideline RBI/2019-20/67 DPSS.CO.PD No.629/02.01.014/2019-20 September 20, 2019 (any or all past & subsequent guidelines that may be issued) Compensation/Penalty payment in case of unsuccessful/failed debit card transaction/successful but disputed debit card transaction)</p> <ul style="list-style-type: none"> • FOR BOB CUSTOMER TRANSACTION AT BOB ATMs/POS/E-COM (ONUS) • FOR BOB CUSTOMER TRANSACTION AT OTHER BANK ATMs/POS/E-COM (ISSUING) & • FOR OTHER BANK CUSTOMER TRANSACTION AT BOB ATMs/POS/E-COM (OFFUS/ACQUIRING) <p>Daily Report & Monthly/Quarterly/Yearly Certificates (as per Bank's prescribed format) on TTUM that has been presented for processing with name and signature of the maker and checker on letter head of the successful Vendor</p> <p>Robust communication mechanism to relay accurate and timely information across internal departments/stakeholders and the successful Vendor needs to adopt a proactive mind set by exploring ways they can use data and analytics, not only to identify the challenges and barriers that are delaying resolution, but also needs to ensure that resolving them before they become beyond TAT (presently passing of T+5 Days) complaints is the prime responsibility.</p> <p>VISA/MASTERCARD/RUPAY/OTHER Network Settlement files on daily basis with specific details along</p>
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	<p>others as appended below:</p> <ul style="list-style-type: none"> • Merchant Category Code • Domestic/International Transaction • Settlement date • Destination Amount • Destination Currency in case of International transaction • Transaction Date • Acquiring Institution Identification Code • Card Acceptor Identification Code
	<p>Daily Report & Monthly/Quarterly/Yearly Certificates (as per Bank's prescribed format) on the Suspected/Unauthorised Electronic Debit in line with "Customer Protection Policy – limiting liability of customers in unauthorised electronic banking transactions".</p>
	<p>Daily Report on the details provided to various Stakeholders/AML Department/Law Enforcing Agencies in accordance with the IT Act and other relevant rules on case to case basis.</p>
	<p>Daily Report on complaints through UDIR-ODR Mechanism and specific action taken against each complaint.</p>
	<p>Daily report & Monthly/Quarterly/Yearly Certificates (as per Bank's prescribed format) on Pro-Active Credit Channel-wise (ATM/POS/E-COM).</p>
	<p>The Bank and its Debit card Team may launch/initiate any campaign that may be aimed at increasing the pace of resolution process and bringing down the complaints figure. The successful Vendor will have to actively participate and present the daily report in the matter whenever asked by the Bank.</p> <p>Please note that this is an indicative list of report/certificate, the Bank's in general and the Bank's Disputes and Resolution Team in particular may require various data/reports/certificates from the successful Vendor as and when required</p>

- The Solution involves Business Rules engine (to enable configurability) Alerts Mechanisms and MISreporting based system integrated with various organizational financial transaction based Systems /Applications.
- MIS Reports generation: The solution should also generate data files as per the format needed by Bank from time to time.
- The Solution provider must ensure that the solution provided is compatible to integrate with Bank's systems, especially with CBS,/ Switch which uses oracle database, Customer Relationship Management (SIEBEL CRM) complaint management module, Debit Card Management System (DCMS) etc. Any middleware if required for necessary integration needs to be provided by the Vendor within the same quote given for entire solution.
- The solution /application may be accessed from different locations. Solution provide (Vendor) to ensure the same.

- Any up-gradation or modification related to compliance & regulatory requirement by the Bank to be provided free of cost by the vendor including requirement of additional MIS/Reports.
- As per recent directives of RBI & NPCI on harmonization of TAT in redressal of customer complaints for various digital banking products, recon and dispute handling application vendor has to support even during holidays (Weekly/Public) throughout the year.
- All the complaints getting lodged in Bank's Customer Relationship Management (CRM) Module either by branch / call center/ or on Website should reflect in product wise recon and dispute handling module proposed by the vendor as a part of universal recon & dispute handling solution.
- Harmonisation of Turn Around Time (TAT) in reconciliation as per the regulatory (RBI, NPCI/VISA/MasterCard/any other regulatory body) guidelines needs to be adhered.
- All reconciliations should be done on T + 1 Calendar day as per the regulatory guidelines or as per the requirement of the bank. In future, if there is any change in the reconciliation process as per the regulatory guidelines or as per the requirement of the Bank then the same has to be carried out or to be implemented into the system by the vendor accordingly without any additional cost.
- There should be separate tracking of complaints issuer / acquirer wise and also for Banking Ombudsman complaints as well.
- Vendor has to provide, module wise detailed training & job card to Bank / BGSS (Baroda Global Shared Services Ltd) to understand the process of working of the system and report generation.
- A front facing application to be provided to Bank/BGSS for report generations and monitoring.
- Detailed RCA of any technical / operational downtime / operational error needs to be submitted to Bank in timely manner.
- The Vendor are required to follow-up with Branches, other Banks, Banks ATM Managed Service Providers, NPCI, Visa, MasterCard or any other network etc. for obtaining data files /settlement files/ CBR/ EJ/ JP/ CCTV/ DVR Footage or any other information required for reconciliation of ATMs, claim settlement and Network Reconciliation of Transaction. The Vendor will be required to handle queries from branches on the reconciled and pending entries etc.
- The data received by the Vendor shall be used for the sole purpose of reconciliation and same shall be in the custody of the Bank.
- The system should be capable of Automated GL reconciliation and automated balancing of GLs.
- Vendor should have a well-defined data migration strategy and PERT (program evaluation and review technique) - chart with definitive timelines for migration of data from the existing set-up of the Bank. The cost of migration if any would be borne by the Successful Vendor.
- Vendor should have a well-defined data migration strategy and PERT (program evaluation and review technique) to handover the all data from their setup to new vendor selected by Bank within timelines, without any additional cost to Bank.
- Bank would be conducting UAT (User acceptance testing) of the solution to ensure the functionality of the entire solution and for any customization/ enhancements/ additions during the contract period. UAT setup has to be provided by Vendor.
- Vendor should be ready to share the details of all the test cases in detail and the Vendor should take sign-off from Bank before going live of product and customization.
- Vendor should be a stable, scalable and parameterized reconciliation system further escrow arrangement is required to be executed if required.

- Bank will not customize its files structure i.e. CBS file, Switch file, EJ or Network file according to vendor, instead vendor has to customize its software.
- Software provided by the vendor should be capable of customization and not to be hard coded.
- Vendor should download all the raw files from different accessible Network which are necessary for reconciliation and the application should be able to read the raw files in given format. The Vendor should also provide a network repository for uploading the files (preferably sftp).
- Vendor should be reconcile all the pool accounts of the Bank on daily basis.
- Vendor should be comply with the circulars/guidelines issued by RBI/ NPCI/ VISA/MasterCard/ other regulators from time to time and any customization / enhancement / development required to comply with such guidelines from the regulator should be provided to the Bank without any additional cost during the contract period. The Successful Vendor is responsible for customization of solution as per RBI, NPCI/VISA/MasterCard/any other regulatory body regulations at their own cost within the time specified by the regulator (RBI, NPCI/VISA/MasterCard/any other regulatory body).
- Vendor should be agree that any data pertaining to the reconciliation would be shared with RBI and NPCI from time to time, if required.
- GST accounting: The solution should perform automated accounting of GST/TDS so as to enable the Bank to submit the relevant data/reports to the concerned authority.
- The payment to the selected Service Provider shall commence from the date of live cut-over.
- Bank may add or remove any Network / Channel / Application / Payment System from the scope of the work at its own discretion i.e. bank does not guarantee transactions from all Networks / Channels/ Applications / Payment Systems in reconciliation activity.
- Vendor should be conduct reconciliation of other network also which bank may join during the contract period
- Weekly/Monthly/Quarterly/Yearly Certificates (as per Bank's prescribed format) related to ATM and CR GL reconciliation and cash tally
- Weekly/Monthly/Quarterly/Yearly Certificates (as per Bank's prescribed format) related to GL & PL reconciliation.
- Weekly/Monthly/Quarterly/Yearly Certificates (as per Bank's prescribed format) related to Income, expense and TDS booking.
- Weekly/Monthly/Quarterly/Yearly Certificates (as per Bank's prescribed format) related to issuance of GST invoices.
- Users may be given suitable roles (groups) in the application for doing the rectification activity.
- It should be ensured that mobile number should not be available in any of the reports.
- Straight through process should be implemented all the input file uploaded in recon application without any manual intervention.
- Recon application should take encrypted input files for data processing, decryption should be done within the application.
- Critical data like PAN(Card number) should be kept in masked form in all record.

D. Cloud Adaptive

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).

1. Payment Terms

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

The method and conditions of payments to be made to the successful vendor shall be:

a) Software Licenses

- 50% 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:
 - Original delivery Challans dully stamped and signed by the Bank Official.
- 20% of the license cost plus applicable tax (wherever applicable) after Phase I go- live sign off from the Bank. Go Live Sign Off in the form of Acceptance Test should be sealed and signed by both Bank's identified Project Manager & bidder's representative.
- 30% of the license cost plus applicable tax (wherever applicable) after Phase II go- live sign off from the Bank. Go Live Sign Off in the form of Acceptance Test should be sealed and signed by both Bank's identified Project Manager & bidder's representative.

b) Implementation and Integration Cost (OTC)

- 30% after Phase I go- live sign off from Bank. Go Live Sign Off in the form of Acceptance Test should be signed by both Bank's identified Project Manager & bidder's representative.
- 60% after Phase II go- live sign off from Bank. Go Live Sign Off in the form of Acceptance Test should be signed by both Bank's identified Project Manager & bidder's representative.
- 10% after Go-Live closure signoff from Bank. Go Live Closure Sign Off in the form of Final Acceptance Test should be signed by both Bank's identified Project Manager & bidder's representative. Operational Issues will be part of Managed Services and not part of Go-Live Sign Off

c) Annual Technical support and Regulatory Changes – Payable half yearly in advance against receipt of signed satisfactory service report of previous half-year from the Bank's Project / Operation Manager.

- d) **Onsite Support Charges** – Payable quarterly at the end of each quarter against receipt of satisfactory support report including attendance signoff of previous quarter from the Bank's Project / Operation Manager. Payment will be proportionate to the attendance.

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., BCC as per above payment terms on submission of mentioned supporting documents.

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

2. Delivery

The Universal Reconciliation Management System must be implemented as per project scope within a period of 6 months in totality from the date of placing of purchase order by the Bank. However phase wise implementation of the solution as per the required scope needs to be rolled out as per the delivery timelines mentioned below.

Phase wise implementation details

Phase	Products to be implemented	Phase wise Delivery Timeline
Phase 1	1. IMPS	90 Days
	2. NEFT	
	3. RTGS	
	4. UPI	
	5. BBPS	
	6. Government Business	
	7. Domestic Foreign Business	
Phase 2	8. BHIM Aadhaar Pay	90 Days
	9. Internet Banking	
	10. Mobile Banking (BOB World)	
	11. Baroda FasTag (NETC)	
	12. IPG (Payment Gateway)	
	13. Prepaid Cards	
	14. Debit Cards	
	15. PAPL	
	16. Digital lending	
	17. Priority Sector and Agriculture Business	
	18. Operation & Services (Automated Clearing House, Currency Chest etc)	
	19. Cash Management Services	
	20. Aadhar Enabled Payment system (AEPS)	
	21. Other Business Operations	
	22. Dispute Accounting Management	
	23. Payables/ GL wise reconciliation applicable to all products	

24. Receivables GL wise Reconciliation	
25. Integration with ODR system as per RBI requirement	
26. MIS and Alert System, Audit Functionality	
27. Reconciliation, Ageing and Provision requirement on Internal Office Account	

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

Bidder will have to pay late delivery charges to Bank of Baroda @ 1% of the Phase wise cost inclusive of all taxes, duties, levies etc., per week or part thereof, for late implementation of the Solution beyond due date of delivery, to a maximum of 5% of the overall Contract value inclusive of all taxes, duties, levies etc. beyond that Bank of Baroda reserves the right to cancel the contract. The charges will be deducted from the payouts of Contract value.

The bidder must strictly adhere to the delivery dates or lead times identified in their proposal and as agreed by the Bank. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the Bidder's inability to meet the established delivery dates or any other reasons attributing to the bidder then that bidder will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank for procuring similar deliverables and services.

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/Fax, 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. 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.

5. Service Levels and Uptime Guarantee:

For details, please refer to Annexure 12 that provides the service levels for Selection of Service Provider for Supply, Implementation and Maintenance of Universal Reconciliation Management System for a period of 5 years.

6. Ownership, Grant and Delivery

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

The license shall specifically include right:

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.

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.

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.

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.

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.

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.

8. Additional Requirement

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

vendor and bank at period intervals during the contract period. The cost for VAPT carried out at bidder's end shall be borne by the bidder only.

Annexure 12–Service Levels

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

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

- Any fault/ issue/ defect failure intimated by Bank through any mode of communication 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 Vendor.
- The Vendor should have 24X7 Management, escalation and resolution infrastructure.
- 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.
- Time bound problem addressing team (onsite/offsite) for the complete contract period.
- Vendor to arrange for updating required in the system to meet the changes suggested by NPCI/ RBI/ Govt. of India/ regulatory authorities towards compliance as part of ATS at no extra cost to bank for the entire contract period. Any delay in meeting the timelines would result in penalty. Bidder will have to pay late delivery charges to Bank of Baroda @ 1% of the Total Contract Value inclusive of all taxes, duties, levies etc., per week or part thereof, for late implementation of the Solution beyond due date of delivery, to a maximum of 5% of the overall Contract value inclusive of all taxes, duties, levies etc. beyond that Bank of Baroda reserves the right to cancel the contract. The charges will be deducted from the payouts of Contract value.

Vendor will have to guarantee a minimum uptime of 99.50%, calculated on a monthly basis. Application (As a whole / any module of the application) availability will be 99.50% on 24x7x365. 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.

Uptime Percentage	Penalty Details
A >= 99.5%	No Penalty
99.5% > A >= 99.0%	2% of cost of monthly ATS charges
99.0% > A >= 98.5%	5% of cost of monthly ATS charges
A < 98.5%	Penalty at an incremental rate of 1% (in addition to a base of 5%) of cost of monthly ATS charges for every 0.1% lower than the stipulated uptime

The uptime percentage would be calculated on monthly basis and the calculated amount would be adjusted from every subsequent quarter payment. The SLA charges will be subject to an overall cap of 10% of the Monthly ATS Charges and thereafter, Bank has the discretion to cancel the contract. If Vendor materially fails to meet an uptime of 99.50% for three (3) consecutive months, the Bank may have the right to terminate the contract. In case if there is no pending invoices to be paid by the Bank to the vendor, the vendor has to submit a pay order / cheque payable at Mumbai in favor of Bank of Baroda for the same within 15 days from the notice period from the Bank.

Availability Service Level Default

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

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

Annexure 13 – Masked Commercial Bid

S#	Description	OTC (One Time Cost)	Y1	Y2	Y3	Y4	Y5	Total Amount (Rs.)	GST Amount (Rs.)	Total Amount (including GST) (Rs.)
1	Enterprise License Cost*	0.00	X	X	X	X	X	0.00	0.00	0.00
2	Implementation Cost for all modules (Breakup as per details below)	0.00	X	X	X	X	X	0.00	0.00	0.00
4	ATS (Annual Technical Support)	X	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	(One resource - single shift of 8 hrs/day – 365 days)	X	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Cost of Ownership for 5 years (Rs.)								0.00	0.00	0.00

- a. *Enterprise License would mean Enterprise wide perpetual level license for all the modules offered without any constraint on number of branches or users for the Bank's Operations in India & International Territories, present & future subsidiaries and associates both domestic & international and present & future RRBs. Universal Reconciliation Management System deployed in Bank can be used without ATS by the Bank even after the contract period. Bank can continue availing support services from Successful Bidder/OEM for the Universal Reconciliation Management System by paying ATS
- b. Data Migration from existing system to the new system shall be a responsibility of the successful bidder and it to be carried out by the as part of Installation cost.
- c. The Bank has discretion to avail onsite support services and more number of support engineers at person day cost given. However, for the TCO purpose 1 person day (1 shift x 1 person) x 365 for each year will be considered

We abide by following terms and conditions:

- a. All prices to be quoted in Indian Rupee (INR) only. The Bidder is expected to provide the GST amount separately in the commercial bid.
- b. Price Bid should be comprise values only upto 2 decimal places. For the evaluation purpose, Bank will consider values only upto 2 decimal places for all calculations & ignore all figures beyond 2 decimal places. In case of discrepancy between figures and words, the amount in words shall prevail. The Bidder has to make sure all the arithmetical calculations are accurate and Bank should not be held responsible for any incorrect calculations. However for the purpose of calculation, Bank will take the corrected figures / cost. The Price Bid submitted with an adjustable quote will be treated as non-responsive and Bid will be rejected.
- c. If the cost for any line item is indicated as zero / blank then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- d. There shall be no escalation for prices during the currency of 5 years contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

- e. The bidder shall include the cost of all necessary components like software, licenses & accessories in their commercial proposal. The commercial proposals shall also include the cost for warranty and ATS period, patching and fixing any issues for the entire contract period. The total cost shall cover charges towards freight, forwarding, delivery, installation, transit insurance charges till installation, transportation, configuration/reconfiguration, Integration, Migration, Implementation, Training and Maintenance support etc.
- f. It is the responsibility of the Bidder to change or upgrade the licenses for ensuring the compliance to statutory, regulatory guidelines from RBI, TRAI, IRDA, NPCI, IBA etc. at no extra cost to the Bank.
- g. All the payments will be released as per the payment terms on submission of invoices along with all supporting documents duly stamped and signed by Project Managers of the successful bidder and Bank officials. Bank will deduct applicable TDS, if any, as per the law of the land. The successful bidder needs to provide the OEM certificates for licenses supplied to the Bank for releasing the payments.
- h. Bank reserves the right to disqualify the Bidder in case of any deviation observed in the commercial Bid.
- a. We hereby undertaking to the bank to comply with the secrecy provision pursuant to provision of Banking Regulation Act, 1949 and other applicable laws. Further, we confirm that we will abide by all the terms and conditions mentioned above & in the tender document.

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Annexure 14 – Commercial Bid

S No	Description	OTC (One Time Cost)	Year 1	Year 2	Year 3	Year 4	Year 5	Total Amount (Rs.)	GST Amount (Rs.)	Total Amount (including GST) (Rs.)
1	Enterprise License Cost	0.00	X	X	X	X	X	0.00	0.00	0.00
2	Implementation Cost for all modules (Breakup as per details below)	0.00	X	X	X	X	X	0.00	0.00	0.00
4	ATS (Annual Technical Support)	X	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	(One resource - single shift of 8 hrs/day – 365 days)	X	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Cost of Ownership for 5 years (Rs.)								0.00	0.00	0.00

- *Enterprise License would mean Enterprise wide perpetual level license for all the modules offered without any constraint on number of branches or users for the Bank's Operations in India & International Territories, present & future subsidiaries and associates both domestic & international and present & future RRBs. Universal Reconciliation Management System deployed in Bank can be used without ATS by the Bank even after the contract period. Bank can continue availing support services from Successful Bidder/OEM for the Universal Reconciliation Management System by paying ATS
- Data Migration from existing system to the new system shall be a responsibility of the successful bidder and it to be carried out by the as part of Installation cost.
- The Bank has discretion to avail onsite support services and more number of support engineers at person day cost given. However, for the TCO purpose 1 person day (1 shift x 1 person) x 365 for each year will be considered

We abide by following terms and conditions:

- All prices to be quoted in Indian Rupee (INR) only. The Bidder is expected to provide the GST amount separately in the commercial bid.
- Price Bid should be comprise values only upto 2 decimal places. For the evaluation purpose, Bank will consider values only upto 2 decimal places for all calculations & ignore all figures beyond 2 decimal places. In case of discrepancy between figures and words, the amount in words shall prevail. The Bidder has to make sure all the arithmetical calculations are accurate and Bank should not be held responsible for any incorrect calculations. However for the purpose of calculation, Bank will take the corrected figures / cost. The Price Bid submitted with an adjustable quote will be treated as non-responsive and Bid will be rejected.
- If the cost for any line item is indicated as zero / blank then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- There shall be no escalation for prices during the currency of 5 years contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

- e. The bidder shall include the cost of all necessary components like software, licenses & accessories in their commercial proposal. The commercial proposals shall also include the cost for warranty and ATS period, patching and fixing any issues for the entire contract period. The total cost shall cover charges towards freight, forwarding, delivery, installation, transit insurance charges till installation, transportation, configuration/reconfiguration, Integration, Migration, Implementation, Training and Maintenance support etc.
- f. It is the responsibility of the Bidder to change or upgrade the licenses for ensuring the compliance to statutory, regulatory guidelines from RBI, TRAI, IRDA, NPCI, IBA etc. at no extra cost to the Bank.
- g. All the payments will be released as per the payment terms on submission of invoices along with all supporting documents duly stamped and signed by Project Managers of the successful bidder and Bank officials. Bank will deduct applicable TDS, if any, as per the law of the land. The successful bidder needs to provide the OEM certificates for licenses supplied to the Bank for releasing the payments.
- h. Bank reserves the right to disqualify the Bidder in case of any deviation observed in the commercial Bid.
- b. We hereby undertaking to the bank to comply with the secrecy provision pursuant to provision of Banking Regulation Act, 1949 and other applicable laws. Further, we confirm that we will abide by all the terms and conditions mentioned above & in the tender document.

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Annexure 15 – Performance Guarantee

BANK GUARANTEE

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To

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

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

AND WHEREAS, in terms of the conditions as stipulated in the PO and the Request for Proposal document No. Dated for (hereinafter referred to as "RFP"), the Bidder is required to furnish a Performance Bank Guarantee issued by a Public Sector Bank/ schedule commercial bank in India other than the Bank of Baroda in your favour for Rs...../- towards due performance of the contract in accordance with the specifications, terms and conditions of the purchase order and RFP document (which guarantee is hereinafter called as "BANK GUARANTEE").

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

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

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

1. We do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs.-(Rupees only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the Bidder of any of the terms and conditions contained in the PO and RFP / 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 16 – Declaration / undertaking for the compliance of Information & cyber security controls

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

To

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

Sir,

Sub: RFP for Supply, Implementation & Maintenance of Universal Reconciliation Management System.

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 mentioned in the Annexure 17 Cyber Security Controls which will be part of the NDA/SLA signed with the Bank at the time of award of contract.

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Annexure 17 – Information/Cyber-Security Measures/Controls for selected Service Provider

1. Incident Response and Management

- 1.1 SPs must have a mechanism/resources to take appropriate action in case of any cybersecurity incident. They must have written incident response procedures including the roles of staff/outsourced staff handling such incidents; Response strategies shall consider readiness to meet various incident scenarios based on situational awareness and potential/post impact, consistent communication and coordination with stakeholders, including specifically the bank, during response.
- 1.2 SP's BCP/DR capabilities shall adequately and effectively support the SP's cyber resilience objectives and should be so designed to enable the SP to recover rapidly from cyber-attacks/other incidents and safely resume critical operations aligned with recovery time objectives while ensuring security of processes and data is protected.
- 1.3 SPs are responsible for meeting the requirements prescribed for incident management and BCP/DR even if their IT infrastructure, systems, applications, etc., are managed by third party vendors/service providers. SPs shall have necessary arrangements, including a documented procedure for such purpose. This shall include, among other things, to inform the bank about any cybersecurity incident occurring in respect of the bank on timely basis to early mitigate the risk as well as to meet extant regulatory requirements.

2. IT Risk Management

- 2.1 The SP shall carry out Information security / cyber security risk assessment and apply risk treatment measures on regular intervals.
- 2.2 The SP shall put in appropriate cyber security measures in place and comply with the legal and regulatory guidelines and directives.
- 2.3 The SP shall be subjected to the annual IT audit / Technology risk assessment process by an independent professional agency as approved by the local government or regulator.

Annexure 18 – Certificate of Local Content

(Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number with seal)

To

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

Sir,

Sub: RFP for Supply, Implementation & Maintenance of Universal Reconciliation Management System.

1. This is to certify that proposed _____ <product details> is having the local content of _____ % as defined in the above mentioned RFP.
2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 and subsequent amendments from time to time.

Yours faithfully,

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, on one hand,

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

Preamble

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

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

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

Section 1 - Commitments of BOB

1. The BOB commits it self 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 the rebeassubs tantive suspicion in this regard, the BOB will inform the Chief Vigilance

Officer and in addition can initiated is ciplinary actions.

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

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

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason (pages.8-17).

Section 4 - Compensation for Damages

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

Section 5 - Previous transgression

- (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 | Bidders | SubBidders

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

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

Section 8 - Independent External Monitor

- (1) The BOB has appointed competent and credible Independent External Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission. Name: Shri Umesh Kumar (email id: umeshkumar84@rediffmail.com) and Dr. Sandeep Tripathi (email id sandeeptrip.ifs@gmail.com) the task of the Monitors is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him

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

Section 9 Facilitation of Investigation

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

Section 10 - contract has been awarded. Any violation of the same would entailed is qualification of the Pact Duration

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

If any claims 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 valid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to the original intentions.
- (5) Issues like scope of work, Warranty/ Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and RFP/ RFQ/ tender documents and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the BOB) (For & On behalf of Bidder/ Bidder)

(Office Seal)

(Office Seal)

Place-----

Date-----

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 ----- 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 ----- . 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
- 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. Bank of Baroda 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. Bank of Baroda 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 Bank of Baroda. 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 Bank of Baroda other than as may be required for the performance of Service Provider.

c. Service Provider shall notify Bank of Baroda 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 Bank of Baroda 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 Bank of Baroda;

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 Bank of Baroda.

- 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, Bank of Baroda shall take all the reasonable care to protect all the confidential information of service provider delivered to Bank of Baroda 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 Bank of Baroda from any schedule commercial Bank in india other than Bank of Baroda as acceptable to Bank of Baroda 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 Bank of Baroda 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 Bank of Baroda shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if Bank of Baroda 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 be 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 be 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 Technical Officer
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 :