Request for Proposal
For Selection of Service Provider to Design and Implement Intelligent Automation use cases across multiple banking business value chain

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

5th December, 2019
RFP Reference: BCC:IT:PROC:111:53

[A] Important Dates:

#	Particulars	Timeline
1	RFP Issuance Date	5th December, 2019
2	RFP Coordinator Name, Contact details (Bank)	1. Mr. Arnab Das, Sr. Manager (IT) 2. Contact No. - 022-6698 3237/ 1556 3. Email:rfp.it.procurement@bankofbaroda.co.in 4. Postal Address: The Chief Manager (IT Procurement), Bank of Baroda, C-34, G-Block, Baroda Sun Tower, 7th Floor, Project Office, BKC, Mumbai - 400051
3	Last Date of Written request for Clarifications Before the Pre-bid Meeting	5:00 PM on 11th December, 2019
4	Pre–bid Meeting & Venue details	11:00 AM on 13th December, 2019 at Bank of Baroda, Baroda Sun Tower, Bandra Kurla Complex, Mumbai – 400051. (Maximum 2 attendees from one organization)
5	Last Date of Submission of RFP Response (Closing Date)	3.00 PM on 26th December, 2019 Mode: Online URL: https://bobtenders.abcprocure.com
6	Eligibility Cum Technical Bid Opening Date	3:30 PM on 26th December, 2019 Mode: Online URL: https://bobtenders.abcprocure.com
7	Commercial Bid	The commercial bids of only those Bidders who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible Bidders.
8	Application Money	Rs. 25,000/- (Rupees Twenty Five Thousand only)
9	Bid Security (Earnest Money Deposit)	Rs. 80,00,000/- (Rupees Eighty Lakh Only)
10	Minimum requirement for Online RFP response submission	1. Computer / Laptop (Notebook) with internet connection 2. Operating system - Windows 7 or above 3. Digital certificate (DC) - Class II or III, Signing + Encryption. (DC to be organizational type if bidder is participating on behalf of an organization)

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		4. Web Browsers: Internet Explorer 9.0 (32-bit Browser only) & above
11	Mode of bid submission & online portal's URL	Mode: Online URL: https://bobtenders.abcprocure.com
12	Support details of Online Portal facilitator	M/s e-Procurement Technologies Limited Ms. Shubhangi Banodiya:- 079-68136826, 9879996111 shubhangi@auctiontiger.net

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[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

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

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1. Introduction

1.1 Introduction

Bank of Baroda is one of the largest Public Sector Bank (PSU) in India with a branch network of over 9400+ branches in India and 100+ branches/offices overseas including branches of our subsidiaries, distributed in 25 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 Selection of Service Provider to design and implement Intelligent Automation use cases across multiple banking business value chain.

1.2 Project overview

Bank has embarked on the journey of technology enabled business transformation through building capabilities in the area of digital technologies and analytics. Bank has two Centers of Excellence (CoEs) - one is around IT, the other is around analytics which are continuously helping Bank to achieve objectives of digital transformation program. Further to augment this journey, Bank desires to setup AI Center of Excellence with a key goal is to build process and operations efficiency across various banking value chains and functions through new age cognitive and automation technologies.

The Bank, for this purpose, invites proposal from Bidders who are interested in participating in this RFP who fulfill the eligibility criteria mentioned under Annexure 02 and are also able to comply with the requirement as mentioned in 1.3 Project Scope. Apart from the above the bidder must also agree to all our 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.

1.3 Project Scope

Bank of Baroda desires to have a service provider who offers proven end-to-end experience in the fields of digital process transformation, setup of automation and cognitive technologies across processes and customer interactions along with a proven capability to run such large-size engagements through proven Program Management and Change Management capabilities

Bidder is expected to -

1. Build End to End Intelligent Automation(IA) Use Cases
   a. Design and Implement Artificial Intelligence use cases across the entire Bank value chain.

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b. Use Cases should cover all aspects of value chain – Acquisition, Servicing, Collections etc. Details of some indicative processes and applicable business functions/domains is mentioned as under:

Process Areas in Scope (Tentative)	Business Lines / Functions in Scope
Lead Management – Direct and Assisted	Retail – Assets and Liabilities
Application and Acquisition (Existing to Bank and New to Bank); Sales Process (X-sell, Up-sell)	MSME - Micro, Small and Medium Enterprises
Customer Identification & authorization including biometric authentication; KYC and AML Monitoring Processes	Large Corporate
Credit Underwriting - Automated credit underwriting for various Asset Products in Retail, SME and Large Corporate Category	Wealth Management
Customer Servicing – Email, Phone and Chat	Rural and Agri
Account Review and Management	Collections and Credit Monitoring
Collections, Delinquency and NPA management	Risk Management
HR Operations - Automation and scaling of initial stages of HR recruitment and filtering	Branch Operations and Digital Channels
Automated read, analysis and summarization of data/documentation for various Banking Processes	Audit and Compliance
IT & IT Support Processes (Excluding Software Testing)- Data Centre Operations Processes, Payment Processing etc.	Marketing
Transaction Reconciliation	Operations and Services
Transaction Monitoring	Information Technology
	Information Security
	Customer Experience
	Contact Centre

2. Build Underlying Platform
   a. Build the underlying technology platform with cognitive and automation capabilities like NLP/NLG, Robotics Process Automation, Machine Learning, Deep Learning, Computer Vision and Speech Recognition etc. to enable IA use cases.

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b. Build security, monitoring, compliance, audit and governance for platform and use cases.

c. Bidder is expected to provide all required software and services to build the platform. Bidder must provide IP rights to code/configuration developed the enable all IA use cases.

d. Bank will optionally provide use of existing software stack as per details given in annexure 11 and IT Infrastructure including Hardware / VM, Operating System, Database, Peripheral Security and Infrastructure Monitoring components.

e. Bidder is expected to integrate this platform with upstream / downstream applications for enabling end to end process automation.

3. Enable Roll-out and Operationalization

a. Provide requirements for configuration changes in upstream / downstream applications to enable IA use cases.

b. Provide maintenance and support, continuous improvements for complete solution including underlying platform and the IA Use Cases for the contract period.

c. Design and aid in implementation of operating model changes identified through design of new processes and customer journeys for the IA use cases.

d. Work with business functional teams to pilot and roll-out of IA Use Cases and embed them in processes.

4. Realize Value

a. Improve the outcomes from IA use cases based on Gamma & Beta testing, pilot results, feedbacks and enable full scale roll-out.

b. Track progress of program as per prioritization of use cases and enable change management activities for adoption of IA Use Cases.

c. Realize minimum 50% efficiency improvements in targeted use cases on various KPIs.

5. Build Capability

a. Design and help implement the to-be organization required to build and run IA use cases.

b. Build the to-be organizational capability through a combination of transition and capability building initiatives for both technical and non-technical roles.

c. Change Management to enable program appreciation and adoption.

6. Production Roll-out and support

7. On Premise Training (Optional): Service Provider needs to provide hands on training on various IA technologies (Blended with Minimum 300 Hours of contents on Various IA technologies) for 5 Officials. Faculty/Instructor/partner should be SME/ acclaimed professional/in the field of AI. Training is optional deliverable. Bank have discretion to utilize or not to utilize the training services as per Bank's requirement.(Details of the training should be provided as part of the proposal)

• The entire scope of work/proposed requirement/services or obligations required to be performed by the Vendor in terms of this RFP shall be hereinafter be referred to as "Program"/" Solution"/"Services" and such terms may be used interchangeably, however shall have the same meaning as ascribed herein.

The vendor is expected to provide turnkey services towards **Design, Build & Scale** of IA use cases. High level scope of the program includes –

Phase	Activities	Deliverables

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Design	• Identify use cases that can be enabled by Artificial Intelligence across Bank wide functions through understanding of existing processes. • Design of to-be customer journeys and processes across use cases which will be enabled by Artificial Intelligence. • Develop Business Case highlighting potential operating profit benefits that can be realized for every use case. • Design underlying platform to enable IA use cases including stack and architecture(s) – Application, Infrastructure, Security, Integration and Data. • Identify setup requirements for IA use cases – Knowledge (input / output documents, historical applications), Algorithms (confidence thresholds, segment / profile thresholds, etc.), Training requirements (document types and output values), Content (writing language of credit notes, branch / employee response formats). • Operating model changes required to enable these Use Cases. • Implementation Roadmap.	• IA strategy and roadmap including identified use cases, approach, business case, operating model and capability implications. • Technology Platform blueprint including stack, architectures (Application, Infrastructure, Security, Integration, Data) BCP, approach, testing strategy etc. • Use Case Design Document for every use case to be implemented including setup requirements like training, content etc., business case, roll-out plan, operating model implications. • Upstream / Downstream implications, feasibility and gap analysis.
Build & Support / Maintenance	• Build underlying platform to enable the IA use cases. Platform should comprise the common set of cognitive technologies (- NLP/NLG, Robotics Process Automation, Machine Learning, Computer Vision and Speech Recognition) that will be used to deliver multiple use cases. Bidder should attempt to re-use the Bank's existing investments to best possible extent without compromising the outcomes. Details of Bank's existing stack are given in Annexure 11. • Integrate with Bank's existing landscape. Bank will make the changes in its existing systems, vendor will have to provide and agree specifications.	For Platform • Underlying IA platform capable of supporting use cases across the Bank and able to function at required SLA. • Security Design Document • Low Level Technical Design Document • Audit, Compliance and Governance around platform as per applicable compliance obligations and IS policy of the Bank

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	• System Integration Testing of this platform. • Gamma testing with a smaller group of select users • Beta testing with few hundreds of users • Fix Defects / Bugs based on UAT. • Build individual use cases. • Data ingestion and transformation for training, exploration etc. to build IA use cases. Vendor can propose to add/buy/capture certain data sources when they are not available such as News, Company Financials, etc. Bank will procure the same as required. • Build of NLP, NLG, OCR aided models / configurations to enable use cases. • Integration and orchestration with cognitive technology platforms (API management, access validations, rule engine configurations, messaging & routing, scheduler services, etc.). • Training and testing of IA Use Cases on control environment. • Pilot on limited scope / users. • Changes in Use Cases based on Pilot Results.	• System Integration Testing Reports • UAT Sign-off. • Operations Readiness Report. • BCP reports • SLA and KPIs Monitoring Reports/Dashboards • Continuous Improvement Plan and Implementation roadmap For Every Use Case • Functioning IA use case delivering to / planned to deliver targeted business case benefit. • UAT Sign-off. • Pilot sign-off. • Operations Readiness Report. • Training Material and Roll-out Plan including any operating model implications. • Enhancements, Continuous Improvement of system KPIs, Metrics and Bug Fixes. • BCP scenarios and Its implementation.
Scale	• Roll out of Use Cases for all users / targeted customer segments. • Monitor performance of Use Cases as per defined SLAs and upgrade solution as per volumetric served. • Provide on-going support for technology platforms on boarded and system integrations.	• Quarterly service report tracking roll-out, business benefits, recommendations to meet business benefits etc. • Monthly Usecase Adoption Report. • Capability building plan and sessions.

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	• Training of users for adoption of Use Cases and adherence with operating model changes. • Change Management activities at different levels of Management including handholding. • Activities to drive adoption including working with Business teams to make changes in operating model, adoption calls with operation / servicing units, working with on-ground teams to understand challenges and developing strategies to improve uptake. • Track value realized across use cases which are launched (Work closely with departments to track the key metrics). • Assist Bank in building organizational capability through a combination of transition and capability building initiatives for both technical and non-technical roles • Changes / Improvements in rolled-out use cases to improve outcomes.	

1.3.1 Expected Outcomes

Bank expects minimum of **50% & above** efficiencies in processes where AI has been deployed as compared to the current 'as is' process within one quarter of deployment. This will be the go –live sign-off criteria for every use-case. Efficiencies/KPIs may include, but not limited to TAT improvements, FTE optimization, lowering costs, increasing volume etc.

1.3.2 Resources Provided by Bank
- The bank will provide requisite Hardware, Database (Oracle, MSSQL), OS (Windows, Linux), Networks, Peripheral Security and Infrastructure Monitoring components.
- Resources for handling drop-offs from IA processes.
- Additional data sources if required will be procured by Bank.
- Changes in existing systems to enable integration / IA use cases will be done by Bank.
- Seating Arrangement , Desktops/Workstation of Service Provider Staff

1.4 Contract period

The Contract with the selected bidder will be valid for a period of 3 years or period of deliverables under this contract whichever is later from the date of placing purchase order and can be extended on Bank's discretion. The contract will be deemed completed only when all the contracted services by the Bank are provided and

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accepted by the Bank as per the requirements of the contract executed between the Bank and the successful bidder.

1.5 Delivery

Vendor must propose an approach and detailed roadmap compliant with the RFP requirements stated in this or any other section of the RFP. Once reviewed and accepted by the Bank, this will become the Agreed Roadmap. High level roadmap is as below:

❖ Within 6 months of award of contract, details in Annexure 12 and Annexure13.
  ➢ Launch first 5 use cases with
    • Establish an underlying platform for enabling IA use cases.
    • Implementation of 5 use cases:
      - Email classification, resolution and response for top 10-issues on eight of Bank's service id.
      - Voice based interaction on IVR for top 10-issues.
      - Outbound calling and interaction for Cross Sell/ Upsell and delinquent customers
      - Trade finance Process digitization and automation
      - Home Loan Underwriting
  ➢ Build and sign-off complete technology blueprint.
❖ Subsequently Within next 3 months
  ➢ Complete Design and sign-off of next 3 identified use cases
    • Use Cases across the bank as per specified process areas and business lines / functions.
    • Business case – overall and for different use cases.
    • Process changes / To-be processes and Operating Model implications.
    • Upstream and downstream changes required in other Bank systems to enable use cases.
    • Evaluation and recommendation for any additional sources of data to be procured by Bank.
    • Extend coverage of first five use cases
      - Email classification, resolution and response to cover >80% of incoming mails across all banks service ids or top-50 issues which is higher.
      - Voice based interaction on IVR to cover for >50% incoming calls or top-50 issues which is higher.
    • Support and Run the existing use cases.
  ➢ Deliver agreed capability building and change management initiatives.
❖ From 6-36 Months – Plan and Roll out quarterly releases of use cases. Rollout enhancements for live use cases.
❖ Bank's decision will be binding and final for implementation of Use Cases.

1.6 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

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amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the cost of such items and professional fees quoted by the bidder in the price bid against such activity / item.

The method and conditions of payments to be made to the successful bidder as per:

1. **Software Licenses Cost:**

   - 30% of the license cost on delivery of Software Licenses plus applicable tax (wherever applicable) at actuals.

   - 70% of the license cost on sign-off of 5 use-case plus applicable tax (wherever applicable) at actuals.

   The required documents to be provided along with original invoice:

   a) Original delivery Challans duly stamped and signed by Vendor's representatives and the Bank Official.

2. **ATS/AMC Cost –** Payable quarterly in advance against receipt of satisfactory service report of previous quarter from the Bank's Project / Operation Manager.

3. **Cost of Building the platform / Implementation of 5 IA use cases:**

   a) 50% of Building the platform / Implementation of 5 IA use cases Cost plus applicable tax after UAT Sign off of the respective Use Case in the form of Acceptance Form should be signed by both Bank's identified Project Manager & vendor representative.

   b) 50% of Building the platform / Implementation of 5 IA use cases Cost plus applicable tax after Go Live Closure Sign off of the respective Use Case in the form of Acceptance Form should be signed by both Bank's identified Project Manager & vendor representative.

4. **Managed Service Cost:** Payable quarterly in advance against receipt of satisfactory service report of previous quarter from the Bank's Project / Operation Manager after Production Go-live decided by the Bank

5. **Man Day Based Project Cost:** The quantity of man-days mentioned in the RFP is approximate. However, actual resources will be deployed under this project will be based upon the roadmap and project estimates agreed and signed by both Bank's identified Project Manager & Service Provider's representative.
   Man Day project cost will be derived using man-days requirements to implement solution/business requirements agreed by the Bank in roadmap. The actual man-day cost estimates in accordance with per man-days cost provided by bidder will be considered to arrive at the cost. Bank reserves the right to alter the roadmap as per the business requirements. Payment will be made upon agreed delivery milestones between Bank and Service Provider.

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 Bank as per above payment terms on submission of relevant documents.

The Bank will pay invoices within a period of 30 working days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the

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selected bidder within 15 working days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 30 working days from the date the dispute stands resolved.

1.7 Licensing

The license to be perpetual level for all the modules offered for the Bank's Operations in India & International Territories, present & future subsidiaries and associates both domestic & international and present & future RRBs.

The Bank has no preference for any open source or proprietary tools. It is the vendor's responsibility to choose the right tools, and justify its functionality and cost. Only supported tools (Proprietary / Open source) should be proposed by the Bidders.

1.8 Ownership, Grant and delivery

The Vendor shall procure and provide a non-exclusive, non-transferable, enterprise wide perpetual license to the Bank for all the software to be provided as a part of this project. The Bank can use the software at any of its branches and locations without restriction and use of software by service providers on behalf of the Bank would be considered as use thereof by the Bank and the software should be assignable / transferable to any successor entity of the Bank.

The license shall specifically include right

A. To Use. (i) to use the executable code version of the Software and all Enhancements, Updates and New Versions made available from time to time solely for business operations of the Bank; (ii) to use the Program Documentation for purposes of installing or operating the Programs and supporting the use of the Software by the Bank; (iii) to use the technical Training Materials for purposes of supporting Users; (iv) to use the executable code version of the Software and all Enhancements, Updates and New Version made available from time to time for Test and Development, Training, Near DR, Disaster Recovery Site of the Bank.

B. To Copy. (i) to copy the Software that operates on server systems to support the users of the Bank; (ii) to make additional copies of the Program Material for archival, emergency back-up, testing, or disaster recovery purposes; and (iii) to copy the Program Documentation to support its Users.

C. To work as interface: (i) to work with other Application Software packages at the Bank as interface; (ii) to allow other application software packages at the Bank to work as interfaces to the Software. If such interfacing requires any modification or change to the Software, such modification or change has to be carried out by the Vendor free of any additional License charge or fees or expenses.

    Delivery: The Vendor, at the time of installation shall deliver to the Bank required copies of the object code version of the Software and the associated Program Documentation including operation manual and training material. The Vendor, after customization shall deliver to the Bank required copies of the object code version of the customized Software and the associated Program Documentation including operation manual and training material. The Vendor, after

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modifications, updates or new versions shall deliver to the Bank required copies of the revised object code version of the latest Software and the revised associated Program Documentation including operation manual and training material. The Program Documentation shall consist of required number of User Manuals per branch / service Center / office / extension counter, Near Site, Data Center and Disaster Recovery Center. The program documentation shall be supplied by the Vendor to the Bank both in hard copy form (except where hard copies are not available) and soft copy form (MS word format and HTML Browser format). The operational manual shall be provided by the Vendor under help menu in the software as dynamic online documentation / help files, wherever applicable. The object code version of the Software, executables and required run-time files shall be on Compact Disc or on any such media as desired by the Bank as may be applicable.

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

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

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

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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 software 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.

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2. Evaluation process

A two bid system 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 bids in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the bidders to this document and bank will not entertain any correspondence in this regard.

2.1 Eligibility Bid

Eligibility criterion for the Bidder to qualify this stage is clearly mentioned in Annexure 02 – Eligibility Criterion Compliance to this document. The bidder would need to provide supporting documents as part of the eligibility proof.

2.2 Evaluation Methodology for Eligible Bidder

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

▸ Technical Bid Evaluation

▸ Commercial Bid Evaluation

▸ Weighted evaluation

The technical evaluation and the commercial evaluation shall have the weightage of 70% and 30% respectively and this weightage shall be considered for arriving at the successful bidder. The evaluation methodology vis-à-vis the weight-ages are as under:

o **Technical Bid Evaluation**

The bidder needs to achieve a cut – off score of 70% marks in this evaluation stage to be qualified for commercial bid opening. Only those bidders who achieve the specified cut – off scores would be short-listed for Commercial Bid Evaluation.

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

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S. No.	Criteria	Total Marks
1.	No. of use cases implemented in Financial Institution among following use cases: ❖ Email Response Management ❖ Automatic Voice Based Interaction on Phone ❖ Home Loan Underwriting ❖ Outbound calling and interaction for Cross Sell/ Upsell and delinquent customers delinquent and NPA customers ❖ Trade finance digitization and automation **Marks Criteria:** ❖ 3 (out of above 5 use cases) Implementation (05 marks) ❖ 4 (out of above 5 use cases) Implementation (10 marks) ❖ 5 (out of above 5 use cases) Implementation (15 marks)	15
2.	In depth demonstration of above mentioned implemented use cases (Tools, technology, function and value realization aspects) • 3 Use Cases (05 marks) • 4 Use Cases (10 marks) • 5 Use Cases (15 marks)	15
3.	Proposed Team profile (Management Team, Core PMO team and SME/s)	10
4.	Technical Proposal should cover : • Bidder approach for executing Intelligent Automation Project. • Bidder's capabilities – Tools assets, provable experience with Intelligent Automation Projects. • The proposal should cover details of previous implemented business domains related to scope of the RFP. • The proposal should also cover detailed high-level process flow and underlying technology details for implementing IA interventions across processes / domains mentioned in the Annexure 12 section of the RFP. (including past experience, if any)	30
5.	In Depth Technical presentation # The Presentation should cover Bidder's understanding on scope and proposed methodology to be adopted for delivering the proposed use cases, milestones/ deliverables including other critical factors such as program management, change / process management, governance, information security and compliance aspects applicable for IA program and use case implementation. It should also cover bidder's past experience /citations covering all such aspects. Technical Presentation must fulfill the binding criteria as mentioned in Annexure 17 (Maximum duration for presentation - 120 minutes)	20
6.	Client citations (including site visit , if required by the Bank)	10
Total Marks		**100**

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Copies of Work order / client reference should be provided.

\# Technical presentation must fulfill the binding criteria as mentioned in Annexure 17.

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

In case there is only one bidder having technical score of 70% or more, the Bank may, at its sole discretion, also consider the next highest technical score and qualify such bidder. In case, none of the participating bidders qualify on technical criteria and reach or exceed the cut-off score of 70%, then the Bank, at its sole discretion, may qualify two bidders on the basis of the top 2 scores. However, the Bank at its discretion may reject the proposal of the Bidder or 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 are negative or the proposed service/projects does not meet the Bank's requirement.

o **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 (Net Present Value (NPV) of Service Cost). The discount rate will be used @ 10% yearly. The key considerations of the TCO would be the total payouts for entire project through the contract period, discounted at 10% yearly to arrive at the present value of the future cash outflows. The evaluation will be done as follows:

▸ The discounted rate will be calculated on quarterly basis based on the formula $A/(1+i/100)^n$ where A= Total Value in each quarter; i=10% and n =year.

▸ The Present Value will be calculated for all components as per details given in Annexure 09 - Commercial Bid Format. However details given in Annexure 09- Commercial Bid Format is indicative and only for the purpose of Commercial Bid Evaluation. Actual Cash Flow / Payment will be made as per the utilization of the service.

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

o **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:

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

$$\frac{C_{low}}{C}X100 + T(1 - X)$$

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) up to 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.

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3. Terms and conditions

3.1 General Terms

3.1.1 Information Provided: The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

3.1.2 For Respondent Only: The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent") and no other person or organization.

3.1.3 Costs Borne by Respondents: All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.

3.1.4 No Legal Relationship: No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.

3.1.5 Recipient Obligation to Inform Itself: The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

3.1.6 Evaluation of Offers: Each Recipient acknowledges and accepts that the Bank may, 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.

3.1.7 The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

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

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3.1.9 Acceptance of Terms: A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document.

3.1.10 Only one submission of response to RFP by each Respondent will be permitted.

3.1.11 The Bank expects the bidder to adhere to the terms of this tender document and would not accept any deviations to the same.

3.1.12 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.

3.1.13 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.

3.1.14 Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the tender document shall be the governing document for arrangement between the Bank and the bidder.

3.1.15 The Bank will notify the Respondents in writing as soon as practicable after the RFP Evaluation Complete date, about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.

3.2 Rules for Responding to this RFP

3.2.1. The timeframe provided in point "[A] Important Dates" above is for the overall selection process. The Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process. The time schedule will be strictly followed. Interested parties are expected to adhere to these timelines. However, the Bank reserves the right to change the aforementioned timelines.

3.2.2. All responses received after the due date/time as mentioned in "[A] Important Dates – 5. Last Date of Submission of RFP Response (Closing Date)"would be considered late and would be liable to be rejected. E procurement portal will not allow to lodgment of RFP response after the deadline. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.

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

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3.2.4. Recipients are required to direct all communications for any clarification related to this RFP to RFP Coordinator.

3.2.5. All questions relating to the RFP, technical or otherwise, must be in writing and addressed to the addresses given in point "[A] Important Dates" above. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications. The Bank will try to reply, without any obligation in respect thereof, every reasonable question raised by the Respondents in the manner specified.

3.2.6. However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.

3.2.7. Respondents should invariably provide details of their email address(es) as responses to queries will only be provided to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.

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

3.2.9. Bidder should submit their Eligibility Cum Technical and Commercial bids Online i.e. through https://bobtenders.abcprocure.com. The bidder must register for submission of their bid as specified in this document.

3.2.10. Application Money as mentioned in "[A] Important Dates – Application Money" must be deposited through RTGS (Real Time Gross Settlement) / NEFT Bidder should submit the bid security along with the bid response. The details of the transaction viz. scanned copy of the receipt of making transaction is required to be uploaded on e-procurement website at the time of "final online bid submission

3.2.11. The RFP response without the accompanying amount towards Application Money / Bid Security are liable to be rejected.

3.2.12. Commercial Bid – (As per details given in Annexure).

3.2.13. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through Fax mode, the RFP is liable to be summarily rejected.

3.2.14. All submissions, including any accompanying documents, will become the property of the Bank. The Recipient shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or

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3.2.15. 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. The Bank shall have the right at its sole and absolute discretion to continue the assignment/contract on the selected bidder for future requirement for various items/activities as described in the RFP after expiry of current assignment period.

3.2.16. The bids once submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted by the Bank. In case, due to unavoidable circumstances, the Bank does not award the contract within six months from the last date of the submission of the bids, and there is a possibility to award the same within a short duration, the bidder would have the choice to maintain the EMD or bank guarantee in lieu of EMD with the Bank or to withdraw the bid and obtain the security provided.

3.2.17. The bidder may modify or withdraw its offer after submission but prior to the closing date and time as prescribed by Bank. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.

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

3.2.19. Based on the Bank's requirements as listed in this document, the bidder should identify the best-suited services that would meet the Bank's requirements and quote for the same. In case the bidder quotes more than one option and they have not specified which particular option quoted by them needs to be considered, then the response would be considered as improper and the whole tender submitted by the bidder is liable to be rejected. The bidder is expected to provide the best option and quote for the same.

3.2.20. Bidder must furnish requirements as per the formats provided in the RFP document.

3.2.21. In the event the bidder has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Bidder's and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to the Bank.

3.2.22. 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.

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The Bank in this case may also reject the offer outright.

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

3.2.24. The Bank is not responsible for any assumptions or judgments made by the bidder for proposing and implementing the solution. The Bank's interpretation will be final.

3.2.25. The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Bidder and responded by the bidders have been quoted for by the bidder, and there will be no extra cost associated with the same in case the bidder has not quoted for the same.

3.2.26. All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the bidder to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.

3.2.27. The bidder at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, time frame for solution etc. as mentioned in the tender document circulated by the Bank. Bidder shall be fully responsible for deviations to the terms & conditioned as proposed in the tender document.

3.2.28. Grievance Redressal: Any bidder who claims to have a grievance against a decision or action with regards to the provisions of this RFP may file a request to the Chief Technology Officer at cto@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 Technology Officer
Bank of Baroda, Baroda Sun Tower
C-34, G-Block, BKC, Mumbai-51

3.3 Price Bids

3.3.1   The bidder is requested to quote in Indian Rupee (INR). Bids in currencies other than INR would not be considered. The date for opening of price bids would be communicated separately to the successful bidders post the completion of the technical evaluation

3.3.2   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.

3.3.3   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

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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.

3.3.4 If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than GST and if the Bank has to pay the same for any of the items or supplies made here under by the bidder, for any reason including the delay or failure or inability of the bidder to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Bidder along with the documentary evidence. If the Bidder does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Bidder from the Bank along with the interest calculated at commercial rate.

3.3.5 Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected Bidder will be final and binding on the bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the bidder".

3.3.6 The Bank is not responsible for any assumptions or judgments made by the bidder for arriving at any type of costing. The Bank at all times will benchmark the performance of the bidder to the RFP and other documents circulated to the bidder and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the bidder must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents. The Bank shall not be responsible for any assumptions made by the bidder and the Bank's interpretation will be final.

3.3.7 The Commercial Offer should give all relevant price information and should not contradict the Technical Offer in any manner. There should be no hidden costs for items quoted.

3.3.8 The Bank is not responsible for the arithmetical accuracy of the bid. The bidders will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made

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by the Bidder. The Bank at a later date will not accept any plea of the bidder or changes in the commercial offer for any such assumptions.

3.4 Price Comparisons

3.4.1. The successful bidder will be determined on the basis evaluation mentioned in Evaluation Criteria in this RFP document.

3.4.2. Normalization of bids: The Bank will go through a process of evaluation and normalization of the bids to the extent possible and feasible to ensure that bidders are more or less on the same ground of evaluation. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the shortlisted bidders to resubmit the commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The bidders agree that they have no reservation or objection to the normalization process and all the bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

3.4.3. The Price offer shall be on a fixed price basis. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected. The rate quoted by the bidder should necessarily include the following:

   a. Prices quoted by the Bidder should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals. The Bidder is expected to provide the GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation for during the contract period and any extension thereof.

   b. 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.

   c. 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.

3.5 Application Money, Bid Security and Performance Guarantee

3.5.1 Application Money

A non-refundable Application Money of as mentioned in "[A] Important Dates – Application Money" through electronic mode at the time of submission of the technical bid, proof of same is to be submitted while opening of eligibility bid failing which the bid of the concerned bidder may be rejected. This non-refundable fee is to be

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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**

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

3.5.2 Bid Security / Earnest Money Deposit

Vendors are required to give an earnest money deposit of an amount as mentioned in "[A] Important Dates – 9. Bid Security (Earnest Money Deposit)" shall be paid through Demand Draft/Pay Order drawn on BKC, Mumbai payable to "Bank of Baroda" or a Bank Guarantee of an equal amount issued by a Commercial Bank (other than Bank of Baroda) located in India, valid for 8 months in the form provided in the RFP (Annexure 04 – Bid Security Form). The Demand Draft should be of a Scheduled Commercial Bank only (other than Bank of Baroda) and will be accepted subject to the discretion of the Bank.

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

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

  ‣ 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

  ‣ To provide the performance guarantee within 30 days from the purchase order date, for any reason whatsoever.

c. To comply with any other condition precedent to signing the contract specified in the solicitation documents.

- **Unsuccessful Bidder's** - Bid security money deposit or bank guarantee will be

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returned by the Bank within two weeks from closure of the RFP. No interest shall be paid on Bid security money deposit to unsuccessful Bidders.

- **Successful Bidder –** Bid security money deposit or bank guarantee will be discharged upon the bidder furnishing the performance guarantee. The Bid security Money of the successful bidder may be forfeited or the bank guarantee in lieu of Bid security money may be invoked by the Bank if the bidder fails to furnish performance guarantee within 30 days from the date of Bank placing the order for any reason whatsoever and / or the bidder refuses to accept and sign the contract within 1 month of issue of contract order / letter of intent for any reason whatsoever.

- MSEs (Micro and Small Enterprise (MSE) are exempted from paying the application money and Bid security amount for which the concerned enterprise needs to provide necessary documentary evidence. For MSEs Government of India provisions shall be considered while evaluating the tender.

3.5.3 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 20 to the extent of 10% of the total contract value for the entire period of the contract plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a nationalized Bank only, other than Bank of Baroda**.**

In the event of non-performance of obligation or failure to meet terms of this Tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the successful bidder. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the service provider should be included in the remaining amount of the contract value.

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 successful bidder, will be forfeited

3.6 Others

3.6.1 The services / deliverables will be deemed accepted only after successful sign off from Bank's identified Project Manager.

3.6.2 Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.

3.6.3 By submitting a proposal, the bidder agrees to promptly contract with the Bank for any work awarded to the bidder. Failure on the part of the awarded bidder to

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execute a valid contract with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.

3.6.4 The terms and conditions as specified in the RFP and addendums (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

3.6.5 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.

3.6.6 The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. 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. The modifications, which are accepted by the Bank, shall form a part of the final contract.

3.6.7 The Bidder shall represent that the services provided and/or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The Bidder further represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the deliverables and services (as applicable), and shall be prepared and maintained in accordance with the highest industry standards. The Bidder represents and agrees to obtain and maintain validity throughout the specified term, of all appropriate registrations, permissions and approvals, which are statutorily required to be obtained by the bidder for performance of the obligations of the bidder. The bidder further agrees

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to inform and assist the Bank for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Bank for availing services from the bidder.

3.6.8 All terms and conditions, payments schedules, time frame for expected service levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the bidder. The Bank shall not be responsible for any judgments made by the bidder with respect to any aspect of the Service. The bidder shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels etc. as mentioned in this tender document.

3.6.9 The Bank and the bidder covenants and represents to the other Party the following:

> It is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.

> It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.

3.6.10 The execution, delivery and performance under an Agreement by such Party:

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

> 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;

> To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto,

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having a direct impact on the transactions contemplated hereunder.

> 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.

> 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

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

3.7 Other RFP Requirements

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

3.7.2 The Bank may revise any part of the tender document, by providing a written addendum at stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on Bank's website only.

3.7.3 The Bank reserves the right to extend the dates for submission of responses to this document.

3.7.4 Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all bidders and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.

3.7.5 Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all bidders for clarification of their offer. The Bank has the right to disqualify the bidder whose clarification is found not suitable to the proposed project.

3.7.6 No Commitment to Accept Lowest bid or Any 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 purchase. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase

3.7.7 Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct

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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.

3.7.8 Price Discussion – It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted.

3.7.9 Right to Alter Scope – 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 scope.

3.7.10 Incidental Services - The Bidder shall provide all the services as specified in the tender document, particularly the Project Overview and Technical Summary. The price for performing the required incidental services shall be deemed to be included in the Contract Price.

3.7.11 If the Bank is not satisfied with the specifications as specified in the tender document and observes major deviations, the bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject bid.

3.7.12 The Bidder shall perform its obligations under this Tender as an independent contractor, to perform any of the Deliverables or Services with 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; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.

3.7.13 The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.

3.8 Corrupt and Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

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> "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

> "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.

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

3.9 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.

3.10   Service Level Agreement and Non-Disclosure Agreement

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

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

3.11   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 Application Money and Earnest Money Deposit (EMD).
- It is not properly or duly signed.
- It is received through email.

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- 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.
- It is submitted anywhere other than the place mentioned in the RFP
- Any form of canvassing/lobbying/influence/query regarding short listing, status etc will be a disqualification.

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4. General Terms and Conditions

4.1 Dispute Resolution

The Bank and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers/ directors of the Bank and the Bidder, any disagreement or dispute arising between them under or in connection with the contract.

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

If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Bank, the Bank and the Bidder have been 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. Arbitration will be carried out at Bank's office that placed the order. 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 or its assets.

4.2 Governing Laws

This RFP and the subsequent contract 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.

4.3 Notices and other Communication

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

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Notices shall be deemed given upon receipt, except that notices send by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/email transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address).

Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

4.4 Force Majeure

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

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

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

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

4.5 Assignment

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

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

4.6 Sub-Contracting

Any type of formation of consortium, sub-contracting and joint assignments will not be allowed/ considered. Such proposals will be disqualified

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4.7 Waiver

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

4.8 Confidentiality

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

a. All BOB's product and process details, documents, data, applications, software, systems, papers, statements and business / customer information which may be communicated to or come to the knowledge of Bidder or bidder's employees during the course of discharging their obligations shall be treated as absolutely confidential and Bidder irrevocably agrees and undertakes and ensures that bidder and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without prior written permission of BOB. The bidder shall not use or allow to be used any information other than as may be necessary for the due performance by Bidder of its obligations hereunder.

b. Bidder shall not make or retain any copies or record of any Confidential Information submitted by BOB other than as may be required for the performance of Bidder

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

d. Bidder shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also so far as it is practicable Bidder shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Bidder or its affiliates.

e. Bidder shall 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. Bidder hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of the Empanelment Agreement/ Work Order or any other oral or written information which may contain, hold or bear confidential information or disclose the information submitted by BOB under any other Agreement to any third party unless such disclosure is mandatorily required by law or if it is required necessarily to be disclosed to any other agency or the like for the purpose of performing any of its obligations under the contract.

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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 Bidder at the time of disclosure ;
iii. Was disclosed or parted with the prior consent of BOB;
iv. Was acquired by Bidder from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from BOB.

➢ The Bidder agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.

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

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

4.9 Termination

Bank shall have option to terminate / cancel this RFP at any stage without any prior notice. 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 assignment or any subsequent agreement and Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or

- failure by Service Provider to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or

- 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.

- If deductions of penalty exceeds more than 10% of the total contract price.

Bank may terminate this RFP or subsequent agreement on happening of following events:

- The vender unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;

- A liquidator or a receiver is appointed over all or a substantial part of the

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undertaking, assets or revenues of the vender and such appointment continues for a period of twenty one (21) days;

- The vender is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.

- Failure of the Bidder make good the situation within the remedy period

- The selected Bidder commits a breach of any of the terms and conditions of the RFP / contract.

- The selected Bidder 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 tender.

- Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.

The vender becomes the subject of a court order for its winding up.

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

4.10 Effect of termination

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

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

Without prejudice to the rights of the Parties, upon termination or expiry of this Tender and subsequent Agreement, Bank shall pay to Bidder, within thirty (30) days of such termination or expiry, of the following:

- All the undisputed fees outstanding till the date of termination;

Upon the termination or expiry of this Tender and subsequent Agreement:

- The rights granted to Bidder 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 Bidder, being used by Bidder to provide the Services and (ii) the assignable agreements, Bidder shall, use its reasonable commercial endeavors to transfer or assign such agreements and Bidder Equipment to Bank and its designee(s) on

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commercially reasonable terms mutually acceptable to both Parties.

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

4.11 Publicity

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

4.12 Solicitation of Employees

The selected Bidder, during the term of the contract shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

4.13 Inspection of Records

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

4.14 Visitorial Rights

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

4.15 Compliance with Laws

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

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protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

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

4.16 Indemnity

The Bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

- Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RFP; and/or

- an act or omission of the Bidder and/or its employees, agents, sub-contractors in performance of the obligations under this RFP; and/or

- claims made by employees, who are deployed by the Bidder, against the Bank; and/or

- claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Bidder to its employees, its agents, contractors and sub-contractors

- breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP; and/or

- 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 Bidder contained in this RFP; and/or

- Negligence or gross misconduct attributable to the Bidder or its employees or sub-contractors.

The Bidder 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 RFP 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, provided the Bank:

- notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim; and

- cooperates with the Bidder in the defense and settlement of the claims.

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

If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the Bidder, after due inspection and testing and at no additional cost to the Bank, shall forthwith either 1) replace or modify the software / equipment with software / equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or 2) obtain a license for the Bank to continue the use of the software / equipment, as required by the Bank as per the terms and conditions of this Tender and subsequent Agreement and to meet the service levels; or 3) refund to the Bank the amount paid for the infringing software / equipment and bear the incremental costs of procuring a functionally equivalent software / equipment from a third party, provided the option under the sub clause (3) shall be exercised by the Bank in the event of the failure of the Bidder to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank.

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

- Software, hardware, interfacing, or supplies for the solution not approved by Bidder; or

- any change, not made by or on behalf of the Bidder, to some or all of the deliverables supplied by the Bidder or modification thereof, provided the infringement is solely on account of that change ;

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

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

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

4.17 Corrupt and Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

- "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

- "Fraudulent Practice" means a misrepresentation of facts in order to influence a

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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.

4.18 Violation of Terms

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this tender document. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

4.19 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.

4.20 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 Application Money and 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.

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- It is submitted anywhere other than the place mentioned in the RFP.

4.21 Limitation of Liability

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

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

Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Bidder as part of procurement under the RFP.

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

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

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

4.22 Provident Fund

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

4.23 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/

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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.

4.24 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.

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5. Disclaimer

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

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6. Instructions to Vendors - E TENDERING

6.1 General Instructions:

To view the Tender Document along with this Notice and subsequently purchase the Tender Document and its supporting documents, kindly visit following e-Tendering website of Bank of Baroda:https://bobtenders.abcprocure.com

The Vendors participating first time for e-Tendering on Bank of Baroda e-tendering portal will have to complete the Online Registration Process on the e-Tendering portal. A link for enrolment of new vendors has been provided on the above link. All prequalified vendors interested in participating in the online e-Tendering process are required to procure Class II or Class III Digital e-Token having -2- certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The tender should be prepared & submitted online using the vendor's authorized individual's (Individual certificate is allowed for proprietorship firms) Digital e- Token.

If any assistance is required regarding e-Tendering (registration / upload / download/ Bid Preparation / Bid Submission) please contact Bank of Baroda e-Tendering Help Desk on: +91-079-68136815, 9879996111 or mail: yashrajsinh@auctiontiger.net / rfp.it.procurement@bankofbaroda.com.

Note: please note Support team will be contacting through email and whenever required through phone call as well. Depending on nature of assistance support team will contact on the priority basis. It will be very convenient for bidder to schedule their online demo in advance with support team to avoid last minute rush.

6.2 Purchase and Downloading of Tender Document

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

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

6.3 Preparation & Submission of Bids

The Bids (Eligibility Cum Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted "ON LINE" shall be summarily rejected. No other form of submission shall be permitted.

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7. Guidelines to Contractors on the operations of Electronic Tendering System of Bank of Baroda (https://bobtenders.abcprocure.com/)

7.1 Pre-requisites to participate in the Tenders processed by BOB:

Registration of Contractors on Electronic Tendering System on Portal of BOB:

The Contractors Non Registered in BANK OF BARODA and interested in participating in the e-Tendering process of BOB shall be required to enroll on the Electronic Tendering System. To enroll contractor has to generate User ID and password on the (https://bobtenders.abcprocure.com)

i) Registration of New Contractors:
https://bobtenders.abcprocure.com/EPROC/vendorregistration

The Contractors may obtain the necessary information on the process of Enrollment either from Helpdesk Support Team: 079-68136815, 9879996111 or may download User Manual from Electronic Tendering System for **BOB**. i.e. https://bobtenders.abcprocure.com

7.2 Preparation of Bid & Guidelines and functionalities of Digital Certificate

The Bid Data that is prepared online is required to be encrypted and the hash value of the Bid Data is required to be signed electronically using a Digital Certificate (Class – II or Class – III). This is required to maintain the security of the Bid Data and also to establish the identity of the Contractor transacting on the System. This Digital Certificate should be having Two Pair (1. Sign Verification 2. Encryption/ Decryption)

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

Bid data / information for a particular Tender may be submitted only using the Digital Certificate.

Certificate which is used to encrypt the data / information and Signing Digital Certificate to sign the hash value during the Online Submission of Tender stage. In case, during the process of preparing and submitting a Bid for a particular Tender, the Contractor loses his / her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem); he / she may not be able to submit the Bid online. Hence, the Users are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need.

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

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

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

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

7.3 Recommended Hardware and Internet Connectivity:

To operate on the Electronic Tendering System, the Vendor are recommended to use Computer System with at least 1 GB of RAM and broadband connectivity with minimum 512 kbps bandwidth. However, Computer Systems with latest i3 / i5 Intel Processors and 3G connection is recommended for better performance.

Operating System Requirement: Windows 7 and above

Browser Requirement (Compulsory): Internet Explorer Version 9 (32 bit) and above and System Access with Administrator Rights.

Toolbar / Add on / Pop up blocker

Users should ensure that there is no software installed on the computers which are to be used for using the website that might interfere with the normal operation of their Internet browser. Users have to ensure that they do not use any pop-up blockers, such as those provided by Internet Explorer and complementary software, like for example the Google tool bar. This might, in certain cases depending on users' settings, prevent the access of the EAS application.

7.4 Steps to be followed by Contractors to participate in the e-Tenders processed by BOB

7.4.1 Online viewing of Detailed Notice Inviting Tenders:

The Contractors can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by BOB on the home page of BOB e-Tendering Portal on https://bobtenders.abcprocure.com

7.4.2 Download of Tender Documents:

The Pre-qualification / Main Bidding Documents are available for free downloading. However to participate in the online tender, the vendor must purchase the bidding documents via Demand Draft mode by filling the cost of tender form fee.

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7.4.3 Online Submission of Tender:

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

Notes:

a. The Contractors upload a single documents uploadable option.
b. The Bid hash values are digitally signed using valid class – II or Class – III Digital Certificate issued any Certifying Authority. The Contractors are required to obtain Digital Certificate in advance.
c. The vendor may modify bids before the deadline for Online Submission of Tender as per Time Schedule mentioned in the Tender documents.
d. This stage will be applicable during both. Pre-bid / Pre-qualification and Financial Bidding Processes.

The documents submitted by vendors must be encrypted using document encryption tool which available for download under Download section on https://bobtenders.abcprocure.com

Steps to encrypt and upload a document:

➢ Select Action: Encryption -> Tender ID: (enter desired tender ID) -> Envelope: (Technical / Price Bid) -> Add File: (Select desired document to be encrypted) -> Save File(s) to: (select desired location for encrypted file to save).
➢ After successful encryption, format of encrypted file will change to .enc which is required to be uploaded by vendors.
➢ After encryption vendors are required to upload document as per the mandatory list mentioned in the envelope i.e Technical / Commercial.

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

Vendors need to take extra care while mentioning tender ID, entering incorrect ID will not allow bank to decrypt document.

7.4.4 Contact details of e-Procurement Technologies Limited, Ahmedabad.

Primary Contact Numbers:- M:- **9081000427, 9904407997**

1. Sujith Nair:-   079-68136857, sujith@eptl.in
2. Jaymeet Rathod:-   079-68136829, jaymeet.rathod@eptl.in
3. Vinayak Khambe:-   079-68136835, vinayak.k@eptl.in
4. Nadeem Mansuri:-   079-68136853, nadeem@eptl.in
5. Imtiyaz Tajani:-   079-68136831, imtiyaz@eptl.in
6. Hemangi Patel:-   079-68136852, hemangi@eptl.in
7. Kanchan Kumari:-   079-68136820, kanchan.k@eptl.in
8. Deepak Narekar:-   079-68136863, deepak@eptl.in

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9. Anshul Juneja:-   079-68136840, anshul.juneja@eptl.in
10. Salina Motani:-   079-68136843, salina.motani@eptl.in
11. Devang Patel:-   079-68136859, devang@eptl.in

Alternate Contact Numbers:-

- Ms. Shubhangi Banodiya:- **079-68136826, 9879996111 shubhangi@auctiontiger.net**

7.4.5 Close for Bidding:

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

7.4.6 Online Final Confirmation:

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

7.4.7 Short listing of Contractors for Financial Bidding Process:

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

7.4.8 Opening of the Financial Bids:

The Contractors may remain present in the office of the Tender Opening Authority at the time of opening of Financial Bids. However, the results of the Financial Bids of all Contractors shall be available on the BOB e-Tendering Portal after the completion of opening process.

7.4.9 Tender Schedule (Key Dates):

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

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

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Annexure 01 - Table of Contents

Technical Bid envelope to contain the following

Secti on #	Section Heading	Proforma Given
1	Covering letter certifying compliance of Eligibility & Scope of Work for Selection of Service Provider to Design and Implement Intelligent Automation use cases across multiple banking business value chains.	**Bidder to provide**
2	Credential letters / Supporting documents	**Bidder to provide**
3	Eligibility criteria compliance with bidder comments	**Annexure 02**
4	Application Money Transaction Details	**Bidder to Provide**
5	Bid Security Letter	**Annexure 03**
6	Bid Security (Earnest Money Deposit) Or Bid Security Form (Earnest Money Deposit in the form of Bank Guarantee)	**Bidder to provide Transaction Details Or DD Or Annexure 04**
7	Undertaking from the bidder	**Annexure 05**
8	Conformity Letter	**Annexure 07**
9	Executive Technical Summary	**Bidder to provide**
10	Technical Proposal: The technical proposal response based on proposed strategy / methodology / plan along with resource planning and other should be submitted with pages properly numbered, each page signed and stamped.	**Bidder to provide**
11	Proposed list of Key personnel	**Annexure 12**
12	List of Assignments	**Annexure 16**
13	Bill of Material	**Annexure 19**
14	Copy of the tender document along with annexures and addendum duly sealed and signed on all the pages of the document / digitally signed tender document.	**Bidder to provide**
15	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 08**
16	Integrity Pact (Duly Signed and Stamped by	**Annexure 21**

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Secti on #	Section Heading	Proforma Given
	Authorized Signatory on proper stamp paper)	
17	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	**Bidder to provide**
18	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**

Commercial Bid (Annexure 09) must be sealed and signed by authorized signatory and must be encrypted through E-signer tool available on the portal https://bobtenders.auctiontiger.net.

The Commercial bid submission as part of the RFP response without encryption are liable to be rejected.

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

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Annexure 02 - Eligibility Criteria

Eligibility Criteria Compliance to be directly met by the Bidder

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
A	**General**		
1	Bidder must be a Government Organization / PSU / PSE / LLP or private / public limited company in India at least for the last 3 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) since 1st April 2019 till date.		Letter of confirmation from Bidder.
3	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.		Letter of confirmation from Bidder.
4	The Bidder to provide an undertaking on his letter head that all the functional and technical requirements highlighted as part of Technical Scope are covered in totality in the proposal submitted by the Bidder.		Letter of confirmation from Bidder.
B	**Financial**		
1	The Bidder must have registered a turnover of Rs.500 Crores or above (from Indian Operations only) in each year during the last three completed financial years -2016-17, 2017-18 and 2018-19* (Not inclusive of the turnover of associate companies)		Audited Financial statements for the financial years 2016-17, 2017-18 and 2018-19* Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.

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S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
2	The Bidder must be net profit (after tax) making entity (from Indian operations only) continuously for the last three years, that is financial years - 2016-17, 2017-18 and 2018-19*		Audited Financial statements for the financial years 2016-17, 2017-18 and 2018-19*. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.
D	**Experience & Support Infrastructure**		
1	Bidder should have implemented 3 out of 5 following use cases using Intelligent Process Automation and Artificial Intelligence in at least 1 Bank* in last 5 years in with Bank's requirement mentioned in Annexure 12: • Email Response Management • Automatic Voice Based Interaction on Phone • Home Loan Underwriting • Outbound calling and interaction for Cross Sell/ Upsell and delinquent customers • Trade finance digitization and automation. * With minimum Business turnover / Business Mix (Advances + Deposits) of INR 2,00,000 crores.		Copy of the Credential Letter or Copy of Purchase order or Email Confirmation from the client's executive or an Undertaking from the bidder on the bidder's letter head confirming the implementation along with the contact details of client's representative.
2	Should have at least Minimum 500 Core AI / IA professionals on Bidder's payroll.		Undertaking from the bidder on bidder's letter head signed by the authorized signatory of the bidder.

All dates if not specified to be applicable from the date of the RFP.

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

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Annexure 03 - Bid Security Letter

1. WHEREAS, ……………………………………………… (hereinafter referred to as "Bidder") has submitted its proposal and response dated…………………………(hereinafter referred to as "Bid") for the supply of all the requirements described in the Request for Proposal No. ……….. along with its amendments/annexures and other ancillary documents (hereinafter referred to as "RFP") as issued by Bank of Baroda.

2. We …………………………………… ……… …. having our registered office at …………………………………………(hereinafter called the 'BIDDER') are offering security deposit of Rs. _____/- (Rupees _____ only) vide [demand draft / pay order / issued by a scheduled/Commercial bank] bearing No._____ dated _____ [drawn on/ issued by] _____ _____ (hereinafter referred to as "Bid Security") favouring 'Bank of Baroda for consideration of the Bid of the above mentioned Bidder.

3. The Bidder specifically acknowledges and agrees that the Bidder has furnished his Bid on the understanding and condition that, if the Bidder:

   a) Withdraws its Bid during the period of Bid validity specified by the Bidder on the Tender Documents or
   b) Having been notified of the acceptance of its Bid by Bank of Baroda during the period of validity: -
      i. Fails or refuses to execute the contract form if required; or
      ii. Fails or refuses to furnish the Performance Security, in accordance with the instruction to Bidders.

   Bank of Baroda has the right to forfeit the entire Bid Security amount merely on the occurrence of one or more of the foregoing events without demur or a written demand or notice to the Bidder.

4. The Bid Security shall be returned to unsuccessful Bidders within thirty (30) days from the date of the award of contract to a successful Bidder. The Bid Security shall be returned to the successful Bidder upon furnishing of Performance Security in accordance with the instructions of the Bidder.

5. The Bidder undertakes that it will not cancel the Bid Security referred to above till the Bidder is returned the Bid Security from Bank of Baroda in accordance with the foregoing conditions.

6. The Bidder represents and warrants that the Bidder has obtained all necessary approvals, permissions and consents and has full power and authority to issue this Bid Security and perform its obligations hereunder, and the Bidder has taken all corporate, legal and other actions necessary or advisable to authorise the execution, delivery and performance of this Bid Security. The absence or deficiency of authority or power on the part of the Bidder to issue this Bid Security or any irregularity in exercise of such powers shall not affect the liability of the Bidder under this Bid Security.

Dated this.................day of............   _____

Place: Seal and signature of the Bidder

Date:

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Annexure 04 - Bid Security Form

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

To

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

WHEREAS _____ (hereinafter called "the Bidder") has submitted its bid dated_____ (date of submission of bid) for Selection of Service Provider to Design and Implement Intelligent Automation use cases across multiple banking business value chains in response to Request for Proposal (RFP) No. _____ (hereinafter called "the Bid") issued by Bank of Baroda.

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

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or

2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity :

    a) fails or refuses to execute the mutually agreed Contract Form if required; or

    b) fails or refuses to furnish the Performance Security, in accordance with the Terms and Conditions of the Contract;

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

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

Notwithstanding any other term contained herein

a) this guarantee shall be valid only up to _____ (Insert Guarantee End Date) whereupon it shall automatically expire irrespective of whether the original guarantee is returned to the Bank or not; and

Request for Proposal for Selection of Service Provider to Design and Implement Intelligent Automation use cases across multiple banking business value chains

b) the total liability of Bank under this guarantee shall be limited to Rs._____/-
(Rupees _____ only).

Place :

SEAL   Code No.   SIGNATURE.

NOTE:

1. BIDDER SHOULD ENSURE THAT THE SEAL & CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG

2. STAMP PAPER IS REQUIRED FOR THE BG ISSUED BY THE BANKS LOCATED IN MUMBAI.

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Annexure 05 – Undertaking from the Bidder

To

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

Sir,

Sub: RFP for Selection of Service Provider to Design and Implement Intelligent Automation use cases across multiple banking business value chains.

1. Having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to deliver all the deliverables mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.

2. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.

3. We agree to abide by this Tender Offer for 180 days from date of bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.

4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

5. a) We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

   a) Commission or gratuities, if any paid or to be paid by us to agents relating to this Bid and to Contract execution, if we are awarded the Contract are listed below.

      i.   Name and Address of the Agent - ……………………….

      ii. Amount and Currency in which Commission paid / payable - …………..

      iii. Purpose of payment of Commission (If commission is not paid / not payable indicate the same here) - ………………………………

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

7. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

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

Yours faithfully,

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

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Annexure 06–Pre-Bid Queries Form

(Please note that all pre-bid queried need to be send by email in excel format only)

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

Name of the Respondent:

Contact Person from Respondent in case of need.

Name :

Tel No: e-Mail ID:

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

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

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Annexure 07–Conformity Letter

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

To

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

Sir,

Sub: RFP for Selection of Service Provider to Design and Implement Intelligent Automation use cases across multiple banking business value chains.

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 #

Request for Proposal for Selection of Service Provider to Design and Implement Intelligent Automation use cases across multiple banking business value chains

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Annexure 08–Masked Commercial Bid

A. Use Case Implementation and Management Cost

S. No	Particular	One Time Cost	Year 1 Cost	Year 2 Cost	Year 3 Cost	Total Cost for 3 Years
1	**Email classification, resolution and response**					
A	Implementation Cost	0.00	X	X	X	0.00
B	Software License Cost (Detailed Cost Bifurcation of the Software should be provided below).					
a.	<Software 1>	0.00	X	X	X	0.00
b.	<Software 2>	0.00	X	X	X	0.00
c.	<Software 3>	0.00	X	X	X	0.00
C	AMC / ATS of Software / Solution / Tools. (Detailed Cost Bifurcation of the Software should be provided below)					
a.	<Software 1>	X	0.00	0.00	0.00	0.00
b.	<Software 2>	X	0.00	0.00	0.00	0.00
c.	<Software 3>	X	0.00	0.00	0.00	0.00
D	Managed Service Cost (enhancement, maintenance, customization, Bug-fixing, availability for 3 years)	X	0.00	0.00	0.00	0.00
2	**Voice based interaction on IVR**					
A	Implementation Cost	0.00	X	X	X	0.00
B	Software License Cost (Detailed Cost Bifurcation of the Software should be provided below).					
a.	<Software 1>	0.00	X	X	X	0.00
b.	<Software 2>	0.00	X	X	X	0.00
c.	<Software 3>	0.00	X	X	X	0.00
C	AMC / ATS of Software / Solution / Tools. (Detailed Cost Bifurcation of the Software should be provided below)					
a.	<Software 1>	X	0.00	0.00	0.00	0.00
b.	<Software 2>	X	0.00	0.00	0.00	0.00
c.	<Software 3>	X	0.00	0.00	0.00	0.00
D	Managed Service Cost (enhancement, maintenance, customization, Bug-fixing, availability for 3 years)	X	0.00	0.00	0.00	0.00
3	**Home Loan Underwriting**					

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A	Implementation Cost	0.00	X	X	X	0.00
B	Software License Cost (Detailed Cost Bifurcation of the Software should be provided below).					
a.	<Software 1>	0.00	X	X	X	0.00
b.	<Software 2>	0.00	X	X	X	0.00
c.	<Software 3>	0.00	X	X	X	0.00
C	AMC / ATS of Software / Solution / Tools. (Detailed Cost Bifurcation of the Software should be provided below)					
a.	<Software 1>	X	0.00	0.00	0.00	0.00
b.	<Software 2>	X	0.00	0.00	0.00	0.00
c.	<Software 3>	X	0.00	0.00	0.00	0.00
D	Managed Service Cost (enhancement, maintenance, customization, Bug-fixing, availability for 3 years)	X	0.00	0.00	0.00	0.00
4	**Outbound calling and interaction**					
A	Implementation Cost	0.00	X	X	X	0.00
B	Software License Cost (Detailed Cost Bifurcation of the Software should be provided below).					
a.	<Software 1>	0.00	X	X	X	0.00
b.	<Software 2>	0.00	X	X	X	0.00
c.	<Software 3>	0.00	X	X	X	0.00
C	AMC / ATS of Software / Solution / Tools. (Detailed Cost Bifurcation of the Software should be provided below)					
a.	<Software 1>	X	0.00	0.00	0.00	0.00
b.	<Software 2>	X	0.00	0.00	0.00	0.00
c.	<Software 3>	X	0.00	0.00	0.00	0.00
D	Managed Service Cost (enhancement, maintenance, customization, Bug-fixing, availability for 3 years)	X	0.00	0.00	0.00	0.00
5	**Trade finance Process digitization and automation**					
A	Implementation Cost	0.00	X	X	X	0.00
B	Software License Cost (Detailed Cost Bifurcation of the Software should be provided below).					
a.	<Software 1>	0.00	X	X	X	0.00
b.	<Software 2>	0.00	X	X	X	0.00
c.	<Software 3>	0.00	X	X	X	0.00
C	AMC / ATS of Software / Solution / Tools. (Detailed Cost Bifurcation of the Software should be provided below)					

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a.	<Software 1>	X	0.00	0.00	0.00	0.00
b.	<Software 2>	X	0.00	0.00	0.00	0.00
c.	<Software 3>	X	0.00	0.00	0.00	0.00
D	Managed Service Cost (enhancement, maintenance, customization, Bug-fixing, availability for 3 years)	X	0.00	0.00	0.00	0.00
6	Training Cost (as per Section 1.3).	X	0.00	0.00	0.00	0.00
A. Total Cost for Use Case Implementation and Management Cost for a period of 3 years						**0.00**

B. Resource Cost

S. No.	Particular	Man days Required during Contract Period	Per man Days Cost	Total Cost for 3 Years
1	Cost of Fixed capacity, as specified below that will be deployed as per Bank instructions			
a.	Program Manager	800	0.00	0.00
b.	Business Consulting Lead	800	0.00	0.00
c.	AI Technology Lead	800	0.00	0.00
d.	Data Scientist Lead	800	0.00	0.00
e.	Enterprise Architect	800	0.00	0.00
f.	Architects	3600	0.00	0.00
g.	Consulting Manager	800	0.00	0.00
h.	Business Consulting Analyst / Consultant	2200	0.00	0.00
i.	AI Technology Sr. Engineer	7200	0.00	0.00
j.	AI Technology Engineer	14400	0.00	0.00
k.	Full Stack / Front End / Integration Sr. Developers	3600	0.00	0.00
l.	Full Stack / Front End / Integration Developers	7200	0.00	0.00
m.	Data Scientist	2200	0.00	0.00
n.	Data Engineer	5000	0.00	0.00
o.	Infrastructure Leads	2200	0.00	0.00
p.	Technology Support Lead	800	0.00	0.00
q.	L1 Support Resources	1100	0.00	0.00
r.	L2 Support Resources	2200	0.00	0.00
s.	L3 Support Resources	3300	0.00	0.00

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t.	UI/UX	2200	0.00	0.00
u.	Test Lead	800	0.00	0.00
v.	Functional QA	2200	0.00	0.00
w.	NFR Testing Specialist	1500	0.00	0.00
x.	Test Engineer	3600	0.00	0.00
B. Resource Cost for a period of 3 years				**0.00**

S. No.	Particular	Amount (Rs.)
A.	**Total Cost for Use Case Implementation and Management Cost for a period of 3 years**	**0.00**
B.	**Resource Cost for a period of 3 years**	**0.00**
Total Cost of Ownership for a period of 3 years (A+B)		**0.00**

Note:

a) **Please refer Annexure 14 of RFP for roles and baseline profile.**

b) **All transition costs will be paid only in the last quarter of year 3. Complete knowledge transfer including testing infrastructure (software) comprehensive documentation is assumed during transfer.**

c) **If bidder quoted combined cost of any component in any head of the commercial bid, the bidder need to provide component bifurcated cost of the same component as an attachment.**

d) **Bank has discretion to avail any number of use cases as per Bank's requirement. Payment for the same will be made on actual basis. Managed Service cost will be bifurcated accordingly.**

General Terms & Conditions:

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

b. All Quoted Commercial Values should comprise of values only upto 2 decimal places. Bank for evaluation purpose will consider values only upto 2 decimal places for all calculations & ignore all figures beyond 2 decimal places.

c. For each of the above items provided, vendor is required to provide the cost for every line item where the vendor has considered the cost.

d. All the commercial value should be quoted in Indian Rupees & shall be all inclusive of taxes excluding GST. GST will be paid extra as per actuals. The Vendor is expected to provide the GST amount and GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

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e. If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.

f. All deliverables to be supplied as per tender requirements provided in the tender.

g. The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations.

h. Bank will deduct applicable TDS, if any, as per the law of the land.

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:

Co. Seal

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Annexure 09–Commercial Bid

A. Use Case Implementation and Management Cost

S. No	Particular	One Time Cost	Year 1 Cost	Year 2 Cost	Year 3 Cost	Total Cost for 3 Years
1	**Email classification, resolution and response**					
A	Implementation Cost	0.00	X	X	X	0.00
B	Software License Cost (Detailed Cost Bifurcation of the Software should be provided below).					
a.	<Software 1>	0.00	X	X	X	0.00
b.	<Software 2>	0.00	X	X	X	0.00
c.	<Software 3>	0.00	X	X	X	0.00
C	AMC / ATS of Software / Solution / Tools. (Detailed Cost Bifurcation of the Software should be provided below)					
a.	<Software 1>	X	0.00	0.00	0.00	0.00
b.	<Software 2>	X	0.00	0.00	0.00	0.00
c.	<Software 3>	X	0.00	0.00	0.00	0.00
D	Managed Service Cost (enhancement, maintenance, customization, Bug-fixing, availability for 3 years)	X	0.00	0.00	0.00	0.00
2	**Voice based interaction on IVR**					
A	Implementation Cost	0.00	X	X	X	0.00
B	Software License Cost (Detailed Cost Bifurcation of the Software should be provided below).					
a.	<Software 1>	0.00	X	X	X	0.00
b.	<Software 2>	0.00	X	X	X	0.00
c.	<Software 3>	0.00	X	X	X	0.00
C	AMC / ATS of Software / Solution / Tools. (Detailed Cost Bifurcation of the Software should be provided below)					
a.	<Software 1>	X	0.00	0.00	0.00	0.00
b.	<Software 2>	X	0.00	0.00	0.00	0.00
c.	<Software 3>	X	0.00	0.00	0.00	0.00
D	Managed Service Cost (enhancement, maintenance, customization, Bug-fixing, availability for 3 years)	X	0.00	0.00	0.00	0.00
3	**Home Loan Underwriting**					

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A	Implementation Cost	0.00	X	X	X	0.00
B	Software License Cost (Detailed Cost Bifurcation of the Software should be provided below).					
a.	<Software 1>	0.00	X	X	X	0.00
b.	<Software 2>	0.00	X	X	X	0.00
c.	<Software 3>	0.00	X	X	X	0.00
C	AMC / ATS of Software / Solution / Tools. (Detailed Cost Bifurcation of the Software should be provided below)					
a.	<Software 1>	X	0.00	0.00	0.00	0.00
b.	<Software 2>	X	0.00	0.00	0.00	0.00
c.	<Software 3>	X	0.00	0.00	0.00	0.00
D	Managed Service Cost (enhancement, maintenance, customization, Bug-fixing, availability for 3 years)	X	0.00	0.00	0.00	0.00
4	**Outbound calling and interaction**					
A	Implementation Cost	0.00	X	X	X	0.00
B	Software License Cost (Detailed Cost Bifurcation of the Software should be provided below).					
a.	<Software 1>	0.00	X	X	X	0.00
b.	<Software 2>	0.00	X	X	X	0.00
c.	<Software 3>	0.00	X	X	X	0.00
C	AMC / ATS of Software / Solution / Tools. (Detailed Cost Bifurcation of the Software should be provided below)					
a.	<Software 1>	X	0.00	0.00	0.00	0.00
b.	<Software 2>	X	0.00	0.00	0.00	0.00
c.	<Software 3>	X	0.00	0.00	0.00	0.00
D	Managed Service Cost (enhancement, maintenance, customization, Bug-fixing, availability for 3 years)	X	0.00	0.00	0.00	0.00
5	**Trade finance Process digitization and automation**					
A	Implementation Cost	0.00	X	X	X	0.00
B	Software License Cost (Detailed Cost Bifurcation of the Software should be provided below).					
a.	<Software 1>	0.00	X	X	X	0.00
b.	<Software 2>	0.00	X	X	X	0.00
c.	<Software 3>	0.00	X	X	X	0.00
C	AMC / ATS of Software / Solution / Tools. (Detailed Cost Bifurcation of the Software should be provided below)					

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a.	<Software 1>	X	0.00	0.00	0.00	0.00
b.	<Software 2>	X	0.00	0.00	0.00	0.00
c.	<Software 3>	X	0.00	0.00	0.00	0.00
D	Managed Service Cost (enhancement, maintenance, customization, Bug-fixing, availability for 3 years)	X	0.00	0.00	0.00	0.00
6	Training Cost (as per Section 1.3).	X	0.00	0.00	0.00	0.00
A. Total Cost for Use Case Implementation and Management Cost for a period of 3 years						**0.00**

B. Resource Cost

S. No.	Particular	Man days Required during Contract Period	Per man Days Cost	Total Cost for 3 Years
1	Cost of Fixed capacity, as specified below that will be deployed as per Bank instructions			
a.	Program Manager	800	0.00	0.00
b.	Business Consulting Lead	800	0.00	0.00
c.	AI Technology Lead	800	0.00	0.00
d.	Data Scientist Lead	800	0.00	0.00
e.	Enterprise Architect	800	0.00	0.00
f.	Architects	3600	0.00	0.00
g.	Consulting Manager	800	0.00	0.00
h.	Business Consulting Analyst / Consultant	2200	0.00	0.00
i.	AI Technology Sr. Engineer	7200	0.00	0.00
j.	AI Technology Engineer	14400	0.00	0.00
k.	Full Stack / Front End / Integration Sr. Developers	3600	0.00	0.00
l.	Full Stack / Front End / Integration Developers	7200	0.00	0.00
m.	Data Scientist	2200	0.00	0.00
n.	Data Engineer	5000	0.00	0.00
o.	Infrastructure Leads	2200	0.00	0.00
p.	Technology Support Lead	800	0.00	0.00
q.	L1 Support Resources	1100	0.00	0.00
r.	L2 Support Resources	2200	0.00	0.00
s.	L3 Support Resources	3300	0.00	0.00

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S.	Particular			
t.	UI/UX	2200	0.00	0.00
u.	Test Lead	800	0.00	0.00
v.	Functional QA	2200	0.00	0.00
w.	NFR Testing Specialist	1500	0.00	0.00
x.	Test Engineer	3600	0.00	0.00
B. Resource Cost for a period of 3 years				**0.00**

S. No.	Particular	Amount (Rs.)
A.	**Total Cost for Use Case Implementation and Management Cost for a period of 3 years**	**0.00**
B.	**Resource Cost for a period of 3 years**	**0.00**
Total Cost of Ownership for a period of 3 years (A+B)		**0.00**

Note:

e) **Please refer Annexure 14 of RFP for roles and baseline profile.**

f) **All transition costs will be paid only in the last quarter of year 3. Complete knowledge transfer including testing infrastructure (software) comprehensive documentation is assumed during transfer.**

g) **If bidder quoted combined cost of any component in any head of the commercial bid, the bidder need to provide component bifurcated cost of the same component as an attachment.**

h) **Bank has discretion to avail any number of use cases as per Bank's requirement. Payment for the same will be made on actual basis. Managed Service cost will be bifurcated accordingly.**

General Terms & Conditions:

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

j. All Quoted Commercial Values should comprise of values only upto 2 decimal places. Bank for evaluation purpose will consider values only upto 2 decimal places for all calculations & ignore all figures beyond 2 decimal places.

k. For each of the above items provided, vendor is required to provide the cost for every line item where the vendor has considered the cost.

l. All the commercial value should be quoted in Indian Rupees & shall be all inclusive of taxes excluding GST. GST will be paid extra as per actuals. The Vendor is expected to provide the GST amount and GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-

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responsive and will be rejected.

m. If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.

n. All deliverables to be supplied as per tender requirements provided in the tender.

o. The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations.

p. Bank will deduct applicable TDS, if any, as per the law of the land.

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:

Co. Seal

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Annexure 10–Service Levels

The Vendor shall ensure that the full configuration of IA use cases (Initial 5) and solutions is available to the Bank in proper working condition with an uptime of 99.9% of the time on a 24x7 Monthly basis. Uptime is defined as the uptime of every IA use case, not of overall hardware or system software. If any significant part of the use case is unavailable or inaccessible or unresponsive to end users, it will be considered down-time. The Bank's decision will be final in determining downtime.

LEVEL	Function / Technology	TYPICAL RESPONSE & RESOLUTION
I. Critical	a. Any problem due to which users cannot access the proposed solution or infrastructure; or b. Proposed solution is unavailable for use; or c. Any problem due to which the proposed solution does not perform according to the defined performance and query processing parameters required as per the RFP; d. Showstoppers involving major functional failure in the application, where there are no usable workarounds.	• Response time should be 5 Minutes during business and non-business hours • Resolution time 　▪ During business hours – **Within 1 hour** 　▪ Non - business hours - **Within 2 hours**
II. Important	a. Any incident which could have been classified as "Critical" but for which an acceptable workaround has been provided by the Bidder; or b. Any problem due to which the proposed solution produces a clearly incorrect or unexpected answer; or c. Users face severe functional restrictions in the application due to partial failure, irrespective of the cause.	Response time should be 5 Minutes during business and non-business hours Resolution time **1.** During business hours - **Within 1 hour 30 min** **2.** Non-business hours - **Within 3 hours or earlier as per business hours if business hours begin**
III. Significant	a. Any other incident causing a partial disruption of service or incorrectness of results; or b. Moderate functional restrictions in the application irrespective of the cause, which have a convenient and readily available workaround	Response time should be 5 Minutes during business and non-business hours b. Resolution time 1. During business hours: **2 hours** **2.** Non-business hours - **Within 4 hours or earlier as per business hours if business hours begin**

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Annexure 11 – Existing Bank's Stack to Enable IA Use Cases

Vendor is expected to leverage existing Bank's stack. Relevant stack details are as below:

1. Finacle Core Banking Platform v10.2.17
2. IBM Filenet (Case Manager v 5.3.3, ICM v3.06, CPE v 5.5.3, datacap v9.1.6, WAS v9.0.5)
3. Cloudera Hadoop Platform v5.15.2
4. Finstra Fusion Trade Finance System v2.8
5. Loan Origination System Newgen Omniflow 10.3
6. Red Hat BRMS v7.2
7. Oracle Siebel CRM IPv16
8. Cisco Packaged Contact Center Enterprise - v11.5.1 Telephony
9. Verint Intelligent Call Recording Solution - v15.1 Recording
10. Email Management System (Office 365)

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Annexure 12 – Use Case Requirements

Vendor need to implementation following 5 use cases within 180 days from start of engagement. Bidder need to implement best of class available IA technologies and user experience to implement these use case based upon their industry experience. Bank has classified these use cases in following three categories. High level features of proposed use cases are as under:

A. Intelligent Conversation Agent (Call, Chat, E-mail)
1. Implementation of state-of-the-art solutions for intelligent conversational agents:
   a. Operate through both speech and chat interface.
   b. Handle multiple languages (Initially 3 - English, Hindi, Hinglish).
   c. Handle both in-bound and out-bound natural conversations.
   d. Draw upon a variety of information sources at the backend (e.g., RDBMS, No-SQL databases, PDF/Doc collections, HTML/XML repositories), for providing specific answers/responses.
   e. Incorporate sophisticated text analytics and natural language processing.
   f. Incorporate business rules for conversation handling.
   g. Accept feedback and get better with time in their conversational effectiveness
   h. Include built-in intelligent escalation mechanisms for handing over a conversation midway to a human operator to optimize the effectiveness of interaction.
   i. Integrate with call centers, smart phones and feature phones.
   j. Come bundled with the measurement of conversation quality metrics, dashboards and control panels that enable scalable and dependable deployments.
   k. Solution should be able to meet all audit, security and compliance requirements.
   l. Must use advanced AI/ML algorithms / technologies during different part of user journey to mimic human behavior.
   m. Should be able to securely provide 8 transactions through voice and chat interface.
2. Outbound Call Handling
   a. Script-based, human-like calling in multiple languages (Initially 3 - English, Hindi, Hinglish).
   b. Ability to dynamically incorporate user responses into subsequent machine questions / responses.
   c. Survey functionality – collect answers to specific questions, summarize the responses back to human, thank them and exit.
   d. Human-like flexibility in adjusting calling script to the context.
   e. Ability to gracefully handle different types of unexpected call disruptions, including but not limited to escalation to a human caller.
   f. Backend documentation of what transpired in call.
3. Inbound call handling
   a. User calls a specific number provided and communicates in natural language speech (Initially 3 - English, Hindi, Hinglish).
   b. Authentication is handled through planned questions, specific information extraction from speech, and validation in the bank with an authorized user database.

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c. User request should captured conversationally and through an analysis of intent
d. For specific tasks identified mutually, user intent should be executed using cognitive automation.
e. User should provided an update on how their request has been handled.
f. Difficult calls should auto-escalated to a human agent in Bank's Call Centre.

B. Cognitive Automation of Document Centric Workflows (CADW)
a. Ability to deep-learning based OCR software, or alternatively standard 3rd party modules for optical character recognition (OCR – for scans of printed or documents) and intelligent character recognition (ICR – for hand-usewritten block letters), to read a variety of documents.
b. Strong support for documents that need high-accuracy reading of fine-grained text, such as bank statements, security documents, profit and loss statements, income tax returns.
c. Support for all Indian bank statements – banks at all levels
d. Automatic confidence estimation for data extraction.
e. Front-end application to rapidly manually correct any possible mistakes made by OCR & ICR.
f. Use of NoSQL databases in the backend so as to seamlessly handle structured and semi structured data that is extracted from the documents.
g. AI/ML engines incorporated into the CADW for detecting key patterns like cash dealings, bounce transactions, unusual transactions, etc.
h. Post processing module that incorporates a robust business rules engine.
i. Output in structured (xls, sql) or semi-structured (json, xml, other big data file) formats, to calculate complex, domain-specific metrics or variables, to fire business rules, and to allow seamless integration with visualization engines, analytics engines, etc.
j. Ability to produce templated outputs like credit memos.
k. Ability to collect external data through APIs, web scraping or integration with 3rd party Services.
l. Parallel implementation at page and part-of-page level, to maximize performance.

Above mentioned feature list are indicative in nature. However bidder may build additional capabilities/features, if they feel same as essential to achieve the expected outcomes. High level flows are mention as under, however bidders may use their past experience to ad/modify/remove steps to define best in class technology solution and experience. Bidder must follow best in class user design and IT architecture and security princely to deliver the use cases.

1. Email Response Management resolution and response for top 10-issues on eight of Bank's service id.
   a. Reads, interprets, categorizes, prioritizes and solves email complaints.
   b. Including responding with Human-like conversational dialogue for additional information or communication.
   c. Triggers APIs / RPA follow through actions to close complaints based on defined rules.
   d. Segregates & classifies Service / query / request emails.
   e. Creates ticket basis email classification.

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 f. Provides a front-end for admin / control.

 g. Intimates respective internal stakeholders & customer on fulfillment.

 h. Records customer's acceptance of closure and closes the request on internal source systems.

2. Voice Based Interaction on on IVR for top 10-issues

 a. Identify and Authenticate customers.

 b. Replace IVR with voice-based interaction.

 c. Interact on phone with customers to solve basic queries.

 d. Reduce Average Handling Time and improve First Time Resolution.

 e. Provides a front-end for admin / control.

3. Chat Based Interface :

 a. Ability to respond customer quires on chat interface.

 b. User interface should support multiple language and voice command (initially 3, - English, Hindi, Hinglish).

 c. Able to authenticate/identify user.

 d. Provide Offer /promotions on the chart interface based upon the analytics feeds.

 e. Should be able to securely provide 8 transactions through voice and chat interface.

4. Home Loan Underwriting

 a. Uses ICR / OCR to read, extract and understand KYC documents, ITR, Bank Statement and Home Loan documents.

 b. Collects external data through account aggregators.

 c. Calculates credit variables & takes credit decisions basis models. Acquisition scorecard will be provided by Bank.

 d. Generates draft credit appraisal memo & credit terms.

 e. Integrates with bank's Loan Origination System as required.

 f. Provides a front-end for admin / control.

5. Outbound calling and interaction for Cross Sell/ Upsell and delinquent customers

 a. Call customers with details about outstanding.

 b. Explain impact / consequences etc. of continuing to be delinquent.

 c. Guide customer towards resolution including online payment, Appointment for collection of money, visiting branch etc.

 d. Provides a front-end for admin / control.

6. Trade finance digitization and automation

 a. Build OCR capability to extract specific details from the trade documents.

 b. Digitize SWIFT messages and extract information. System should be compatible to interpret ICC UCP, URR, URDG, URC, INCOTERMS and SWIFT standards and apply for transaction processing

 c. Classify documents into different categories and maintain count of documents.

 d. The system should have the ability to select and/or modify standard clauses from the library (Machine Learning) including capturing additional details for Documents Required, Goods Description, and Additional Conditions etc

 e. Conduct consistency checks from extracted data across documents.

 f. Manage user workflow across different stakeholders.

 g. Auto populate fields in the existing applications within the bank and allow for STP processing (if applicable).

 h. Able to integrate with existing TF platform

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i. The proposed solution should meet all audit and compliance requirement of the Bank.

j. Able to automate all Trade Finance Processes

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Annexure 13 – Use Case Volumetric

1. Email Response Management

S.No.	Category of emails	Volume Per Month
1	Baroda Connect (activation, deactivation, general queries)	14,000
2	NEFT Transactions (outward wrong account number transactions)	5,000
3	NEFT Transactions (inward wrong account number transactions)	2,500
4	IMPS transactions (wrong account number transactions)	500-600
5	IMPS general queries (status, failed transactions)	2000-2500
6	Mbanking queries (Registration/ App / recharge & bill payment queries)	6000-6500
7	Baroda Connect queries (User id password/ transaction failure)	3000-3500

2. Voice Based Interaction on Phone

S.No.	Category of Outbound Calls	Volume Per Month
1	Outbound Calls - Cross Sell Retail Campaigns	3,00,000
2	Outbound Calls - Emergency (Hot listing, Fraud Notification)	50,000

S.No.	Category of Inbound Calls	Volume Per Month
1	Inbound Calls - Product Related Queries	2,20,000
2	Inbound Calls - Customer service related grievances	2,20,000

3. Outbound calling and interaction for Cross sell /Upsell and collection for delinquent Customers

S.No.	Business Line	Approximate Number of delinquent customers (calls every 15 days)
1	Retail	1,75,000
2	MSME	1,50,000
3	Agri	8,50,000

4. Trade finance digitization and automation

S.No.	Process Type	Volume Per Month
1	LC Issuance	1500
2	Outward Remittances	10,000
3	Foreign Bill Collection	20,000

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Annexure 14 – Resource Profile

The service provider must align their resources for this project such that sufficient to execute on time and with quality not only all agreed assignments, but also a few new requirements that come up dynamically (if any).

Human resources allocated to the project need to be consistently available to the Bank for the duration of the engagement. Service provider is responsible to ensure that there is no interruption in service, or delaying of committed timelines, due to unavailability of resources, at any time.

Service provider teams need to work in coordination and fruitful collaboration with the Bank teams and other stakeholders.

Man-days requirements to implement solution/business requirements agreed by the Bank in roadmap. Each role may have multiple resources. Based on the work requirements and timelines provided in the RFP, Service Provider is expected to calculate the number of full-time and part-time resources required for each of the roles below.

S.No.	Role	Responsibilities	Reference Base Profile
1	Program Manager*	Work with the Bank and Vendor teams to design, build, operationalize and scale AI use cases. Responsible for overall project governance and user acceptance of solution	Master's degree with 12+yrs. of experience, managed large projects for global enterprises, worked with banks, big data analytics and AI assignments. Highly process-oriented & quality conscious, advanced communication & interfacing skills
2	Business Consulting Lead*	Work with the Bank and Vendor teams to design, build, operationalize and scale AI use cases. Works with business users to design the AI use cases including Business Case and Operating Model implications. Also works with Bank departments and Vendor teams to operationalize and scale use cases. Tracks value and designs interventions to maximize value realization	10+ Years of experience MBA from premier business schools. Prior experience of Design Thinking, Business Case design, User journey design, product management etc.

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3	AI Technology Lead*	Responsible for the Overall AI stack, architecture and platform required to deliver all use cases. Design and work with Bank and Vendor teams to realize and run the stable AI platform needed to deliver use cases	B.Tech/Masters / PhD in AI/CS/related areas, 12+ years of experience Expertise in AI & ML, SDLC etc. Good communication skills
4	Data Scientist Lead*	Designs Algorithms and Models to enable AI use cases. Designs and builds data pipelines to enable productionalized operations of AI use cases	Masters / PhD in AI/CS/related areas, 12+ years of experience Expertise in AI & ML, Good communication skills
5	Enterprise Architect*	Responsible for leading the Architectural teams to design and run an efficient AI platform	B Tech/ M Tech or similar Worked on enterprise systems design and delivery 10 yrs+ of experience
6	Architects	Responsible for architecture design, realization and efficient operation of AI platform to enable enterprise wide use cases. Includes Solution, Application, Integration, Infrastructure, Security and Data Architects responsible for their areas For example Data Architect designs data pipelines to enable productionalized operations of AI use cases. Monitors usage, SLA, breakages etc. to continually improve and enables new use cases	B Tech/ M Tech or similar Worked on enterprise systems design and delivery 8 yrs+ of experience
7	Consulting Manager	Responsible for design and roll-out of AI based use cases. Works with business teams to develop AI journeys, business cases, identify data, understand operating model implications, develop change management plans etc	8+ Years of experience MBA from premier business schools Prior experience of Design Thinking, Business Case design, User journey design etc.
8	Business Consulting Analyst / Consultant	Responsible for design and roll-out of AI based use cases. Works with business teams to develop AI journeys, business cases, identify data,	2+ Years of experience MBA from premier business schools Prior experience of Design Thinking, Business Case

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		understand operating model implications, develop change management plans etc	design, User journey design etc.
9	AI Technology Sr. Engineer	Develop and unit test AI components including Computer Vision, RPA, NLP/NLU/NLG, etc.	B.Tech/BSc. Or similar Hands on Experience and Exposure to AI technologies 5+ years of experience Good communication and collaboration skills Ability to work in agile teams / scrums
10	AI Technology Engineer	Develop and unit test AI components including Computer Vision, RPA, NLP/NLU/NLG, etc.	B.Tech/BSc. Or similar Hands on Experience and Exposure to AI technologies 2+ years of experience Good communication and collaboration skills Ability to work in agile teams / scrums
11	Full Stack / Front End / Integration Sr. Developers	Responsible for build and unit testing of technology components like UI, APIs etc.	B.Tech/BSc. Or similar Hands on Experience with chosen stack 5+ years of experience Good communication and collaboration skills Ability to work in agile teams / scrums
12	Full Stack / Front End / Integration Developers	Responsible for build and unit testing of technology components like UI, APIs etc.	B.Tech/BSc. Or similar Hands on Experience with chosen stack 2+ years of experience Good communication and collaboration skills Ability to work in agile teams / scrums
13	Data Scientist	Designs Algorithms and Models to enable AI use cases. Designs and builds data pipelines to enable productionalized operations of AI use cases	Masters / PhD in AI/CS/related areas or Econometrics / Statistic etc. 10 years of experience Expertise in AI & ML Good communication skills
14	Data Engineer	Manages and prepares data for usability. Manages model degradation and identifies opportunities for improved data analysis. ETL ,	B Tech/ M tech in computer science or similar 3 yrs. of experience in data management , big data Good communication skills

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		extraction, integration of data sources	
15	Infrastructure Lead*	Knowledge of ▪ deployment of Large IT Infrastructure (Virtual/Clould/Physical) with high availability clusters, load balancing devices and scalability technologies ▪ Working Experience of Multiple Infrastructure technology components such as web servers, Load Balancers, Storage, Network and security components	More than 12 years' experience on infrastructure design, deployment
16	Technology Support Lead	Responsible for provide L1/L2/L3 support, managing SLA, reporting and production deployment	10+ years of experience Experience in supporting operations for large number of users for similar systems
17	L1/L2/L3 Support Resources	Responsible for provide L1/L2/L3 support to AI users at Bank. No direct customer support required	Familiarity with chosen stack Ability to work in shifts as required Experience of providing support and running operations
18	UI/UX	Responsible for building the user experience	3+ year's experience in designing user experience for multiple systems
19	Test Lead*	Responsible for technology testing lifecycle including NFR requirements	10+ years of experience Prior experience of release multiple use cases / functionalities to enterprise users and customers
20	Functional QA	Responsible for end to end testing of functionality before delivery to users	5+ year's experience Familiar with typical banking processes Prior experience in a similar role

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| 21 | NFR Testing Specialist | Responsible for testing NFR requirements including loads, concurrency etc. | 5+ year's experience |
| 22 | Test Engineer | Responsible for System Integration Testing | 2+ year's experience Familiar with chosen stack |

- Bidder need to propose dedicated resources for the project and deployed onsite.
- * During the engagement period Bidders is not expected to change proposed Core Resources, without Bank's permission. Bank have discretion to ask replacement/termination, in case the resource is not found suitable (not performing as per Bank's requirement) at a later date. In case the resource leaving the bidder's organization, the successful bidder need to arrange replacement of that resource with equal experience and skill set, which should be acceptable to the Bank.
- It is advisable to Bidder to always have arrangement of alternative resource of equivalent skill set to maintain their internal leave policy.
- It is highly important that the key teams participating in the technical presentations during vendor selection are the same ones that are involved actively in the execution of the project.

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Annexure 15 – Proposed list of Key personnel

The bidder should have necessary trained manpower along with technical skills in their respective areas.

S. No.	Name of Employee	Age	Professional Qualification	Role Related to RFP	Relevant Experience	Similar Projects Handled

A list of key professional to be deployed for the projects with details as per the tables above. Bidder need to provide the Bio-data of each professional along with required certificate (confirming his / her education qualification, Identity and address) of those professionals who will deployed for this project.

- Within the contract period if Bank finds that particular professional is Misbehaving with Bank's officials, not performing, not fulfilling Bank's requirement, Breaking Bank's policy or intends to harm Bank, Bank will have right to ask for replacement of particular professional and Bidder Company will have to provide replacement with an equivalent resource. However Before final appointment of that professional, Bidder needs to submit scan copy of his / her documents. (confirming his / her education qualification, Identity and address)

- The old professional will have to hand over all responsibility to new professional including all information that ensures smooth functioning of Bank's requirement

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

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Annexure 16 – List of Assignments for India and Global Assignments relating to Intelligent Automation

S. No.	Assignments	Client	Year	Vertical	Brief Description	Technology Used

The information provided in the list must be supported by Documentary evidence of order / contract copy / customer credential. Non submission or incomplete documentary evidence will be considered as Non-conformity and it will not be considered. Bank's decision in this regards will be final.

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

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Annexure 17 – Binding Criteria for Technical Presentation

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

- At least one senior representative from bidder's organization should be present in the technical presentations
- Complete soft copies of the presentation materials should be shared with the Bank before the presentation.
- The Bank will expect and demand that the key personnel showcased by the vendor in the technical presentation should be the same ones that actively drive the project execution.
- Bidders must strictly adhere to the time slots provided 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 (Section 1.3 Scope of Work & Section 1.5 Delivery) 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.

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Annexure 18 – Technical Response Requirement

Response from bidder must necessarily contain the following

- Overall Program Solution, including but not limited to
  - Total Use Cases planned to deliver in program with complete list and short description
  - Sample Journey, Functional and Technical solution for at least 5 of the use cases to be built in first 6 months.
  - Change Management and Adoption
  - Functional Architecture
  - Program Roadmap and detailed project plan for first 6 months
- Technology Solution
  - Technology Solution including architectures - application, infrastructure, security
  - Proposed stack and rationale
  - Specific requirements from Bank for PoC including those of hardware, software, network, people etc.
  - Demo for the specified 5 use cases including a look under the hood during technical presentation
  - Estimated requirements from Bank for full-solution
- Program Approach and Methodology including but not limited to
  - Approach and Methodology for Functional design
  - Approach and Methodology for technology design and build
  - Approach and Methodology for change management
  - Approach and Methodology for Capability Building
  - Approach and Methodology for transition
  - Approach and Methodology for Program governance and realizing targeted outcomes
- Proposed Team
  - Program Team Structure
  - CVs for
    - Project Manager
    - Team Leads / Key Roles
    - Sample team members

Please note that Project Manager and Team leads/Key roles are required to be present in person during the technical presentation

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Annexure 19 – Bill of Material

Vendor need to submit Bill of Material of all deliverables as per of offering proposed solution / service:

S. No.	Item	Quantity	Details	Remark
1. Licenses				
1			Perpetual / Non Perpetual / Other details	
2				
2. Other Component				
1				
2				

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Annexure 20 - Performance Guarantee

BANK GUARANTEE

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To

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

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

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

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

1. We .... do hereby expressly, irrevocably and unconditionally

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undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs. ………................/-(Rupees …………………………………………………….. only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the Bidder of any of the terms and conditions contained in the PO and RFP and in the event of the Bidder committing default or defaults in carrying out any of the work or discharging any obligation under the PO or RFP document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs……………/-.(Rupees ……………………………………………… ………………………………………… only) as may be claimed by you on account of breach on the part of the Bidder of their obligations or default in terms of the PO and RFP.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the bidder has committed any such breach/ default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by Bank of Baroda shall be conclusive as regards the amount due and payable by us to you.

3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the Bidder after expiry of the relative guarantee period provided always that the guarantee shall in no event remain in force after ……........................ (date) without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

4. You will have the fullest liberty without our consent and without affecting our liabilities under this Bank Guarantee from time to time to vary any of the terms and conditions of the PO and RFP or extend the time of performance of the contract or to postpone for any time or from time to time any of your rights or powers against the bidder and either to enforce or forbear to enforce any of the terms and conditions of the said PO and RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the bidder or any other forbearance, act or omission on your part or any indulgence by you to the bidder or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. ……………/-(Rupees…………… ………………………………………………………… only) as aforesaid or extend the period of the guarantee beyond the said .... (date) unless expressly agreed to by us in writing.

5. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the bidder or any other person, firm or company on its behalf or by the

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winding up, dissolution, insolvency or death as the case may be of the bidder.

6. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the bidder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.

7. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the bidder from time to time arising out of or in relation to the PO and RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.

8. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.

9. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to you by us (whether jointly with others or alone) and now existing uncancelled and this Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

10. The Bank Guarantee shall not be affected by any change in the constitution of the bidder or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

11. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.

12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the bidder shall have no claim against us for making such payment.

13. Notwithstanding anything contained herein above;

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

    b. this Bank Guarantee shall be valid and remain in force 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.

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

For and on behalf of

Branch Manager
Seal and Address

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Annexure 21 – Integrity Pact

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

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of _____ month, 20_____, between, on one hand,

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

Preamble

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

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

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

Section 1 - Commitments of BOB

(1) The BOB commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the BOB, personally or through family members, will in connection with the tender for, or the execution of a contract, demand; take a promise for or accept, for self or third person, any monetary or non-monetary benefit which the person is not legally entitled to.

b. The BOB will, during the tender process treat all Bidder(s) with equity and reason. The BOB will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The BOB will make endeavor to exclude from the selection process all known prejudiced persons.

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

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

(1) 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.

a. 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.

b. 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.

c. 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.

d. 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}

e. 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.

f. 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.

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

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

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

Section 4 - Compensation for Damages

(1) If the BOB has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the BOB is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the BOB has terminated the contract according to Section 3, or if the BOB is entitled to terminate the contract according to Section the BOB shall be entitled to demand and recover from the Bidder liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

(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 I Bidders I 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 Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Name: Mr.Shirish Balakrishna Agarkar (email id: agarkar.bob1@gmail.com) appointed competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review

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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

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shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination

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

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

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

Section 11 - Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the BOB, i.e. Mumbai.

(2) Changes and supplements as well as termination notices need to be made in w r i t i n g .

(3) If the Bidder is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Issues like scope of work, Warranty / Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and RFP/ RFQ/ tender documents and its Annexure, the Clause in the Integrity Pact will prevail.

_____   _____

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

(Office Seal)   (Office Seal)

Place --------------

Date --------------

Witness 1:

(Name & Address)   _____

Witness 2:

(Name & Address)   _____

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