



**Request for Proposal  
For  
National Electronic Toll Collection (NETC) Project  
(End to End NETC Issuing Module Management  
System under OPEX model)**

**Bank of Baroda  
Digital Banking Department  
7<sup>th</sup> Floor, Baroda Sun Tower  
C-34, G-Block, Bandra Kurla Complex  
Bandra (East), Mumbai - 400051  
RFP Reference Number: BCC/DB/109/521  
Date : 21.07.2017**

**Important Dates**

Sr. No.	Particulars	Date and Time
1	RFP issuance date	21.07.2017
2	Last date of submission of any query /reporting any error	27.07.2017 (5 PM)
3	Pre-bid meeting date	31.07.2017 (4 PM)
4	Last date of submission of BIDs	14.08.2017(3 PM)
5	Date of opening of Eligibility cum Technical bid	14.08.2017(5 PM)
6	Oral presentations & product demo at Live working sites	21.08.2017 to 24.08.2017
7	Announcement of qualifiers and opening of commercial bid	28.08.2017 (3 PM)

*Note: The above dates are tentative and subject to change without any prior notice or intimation. Bidders should check website [www.bankofbaroda.com](http://www.bankofbaroda.com) under Tender Section for any changes / addendums to the above schedule and/or any other changes to this RFP. Bank would not be responsible for any delayed/lack of update directly to the bidder. Bidders to confirm with Bank the time and venue -1- day prior to any of the above event.*

**Clarification of terms/abbreviations:**

Following terms are used in the document interchangeably and they mean:

- Bank, BOB means 'Bank of Baroda'
- BCC means "Baroda Corporate Centre"
- BST means "Baroda Sun Tower"
- RFP means this "RFP Document" or "Request For Proposal document"
- NETC means "National Electronic Toll Collection" or "National Electronic Toll Collection project"
- RFID Tags/Tag means "Radio Frequency Identification Tag"
- Recipient, Respondent, Bidder, Vendor, SI means the respondent to the RFP document
- Proposal, Bid, Offer means "Response to the RFP Document"

<b>EMD</b>	<b>Ernest Money Deposit</b>
<b>CBS</b>	<b>Core Banking Solution</b>
<b>RFID Tag</b>	<b>Radio Frequency Identification Tag</b>
<b>SLA</b>	<b>Service Level Agreement</b>
<b>TCO</b>	<b>Total Cost of Ownership</b>
<b>LOI</b>	<b>Letter of Intent</b>
<b>VAT</b>	<b>Value Added Tax</b>
<b>MOU</b>	<b>Memorandum of Understanding</b>
<b>LD</b>	<b>Liquidated Damages</b>
<b>CMT</b>	<b>Central Monitoring tools</b>
<b>GST</b>	<b>Goods and services Tax</b>
<b>CST</b>	<b>Central Sales Tax</b>
<b>LST</b>	<b>Local Sales Tax</b>
<b>PBG</b>	<b>Performance Bank Guarantee</b>

*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 strictly adhere to the instructions given in the document and maintain confidentiality of information. The bidders will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the Bank In the event that such a circumstance is brought to the notice of the Bank. By downloading the document, the*

**Index**

<b>Volume/ Section Reference</b>	<b>Section</b>	<b>Page No.</b>
<b>Section 1</b>	<b>Introduction and Disclaimer</b>	<b>5</b>
1	Introduction	5
1.1	Information Provided	5
1.2	Recipients	5
1.3	Confidentiality	5
1.4	Disclaimer	5
1.5	Costs Borne by Respondents	6
1.6	No Legal Relationship	6
1.7	Recipient Obligation to Inform Itself	6
1.8	Evaluation of Offers	6
1.9	Errors and Omissions	6
1.10	Acceptance of Terms	6
<b>Section 2</b>	<b>Lodgment of RFP</b>	<b>7</b>
2.1	Registration of RFP Submission	8
2.1.1	Late RFP Submission Policy	8
2.2	Request for Information / Clarification	8
2.3	Notification	9
2.4	Related Parties	9
<b>Section 3</b>	<b>Evaluation Process</b>	<b>10</b>
3.1	Eligibility details required	10
3.2	Technical details required	10
3.3	Commercial Proposal	11
3.4	Erasures or Alterations	13
3.5	Offer Validity Period	13
3.6	Bid Security, Cost of RFP, Performance Bank Guarantee	13
3.6.1	Bid Security / Earnest Money Deposit (EMD)	13
3.6.2	Cost of RFP	14
3.6.3	Performance Bank Guarantee	14
3.7	General Terms and Conditions	14
3.7.1	Adherence to Terms and Conditions	14
3.7.2	Execution of SLA/NDA	14
3.7.3	Other Terms and Conditions	14
3.7.4	Substitution of Project Team Members	15
3.7.5	Professionalism	15
3.7.6	Adherence to Standards	15
3.7.7	Expenses	15
3.7.8	Penalty & Liquidated Damages (LD)	15
3.7.9	Indemnity	16
3.7.10	Dispute Resolution	17
3.7.11	Force Majeure	18
3.7.12	Termination for Default	18
3.7.13	Confidentiality	19
3.7.14	Limitation of Liability	19

3.7.15	Governing Law and Disputes	20
3.7.16	Limitation on Promotion	20
3.7.17	Authorized Signatory	20
3.7.18	Non Payment of Professional Fees	20
3.7.19	Assignment	20
3.7.20	Audit	20
<b>Section 4</b>	<b>Background, Eligibility Criteria, Scope of Work</b>	<b>21</b>
4.1	Background	21
4.2	Eligibility Criteria	21
4.3	Scope of work	21
4.4	Terms of execution of work	26
4.5	Training	26
4.6	Payment Terms, Support Services & Miscellaneous Terms/Requirements	26
4.7	Manuals and documentation	26
4.8	Pre-delivery factory inspection	26
	<b>Annexure and Appendices</b>	
Annexure – A	RFP Application	27
Annexure – B	Compliance of Eligibility Criteria	28
Annexure – C	Compliance of Technical Specification	30
Annexure – D	Template for "Eligibility cum Technical Evaluation" (For Bank team)	31
Annexure – D 1	Information / Document required from Bidder for Eligibility Evaluation	33
Annexure – D 2	Information / Document required from Bidder for Technical Evaluation	34
Annexure – E	Compliance to RFP terms & conditions	35
Annexure - F	Reference Site Details	36
Annexure – G	Commercial Bid Template	37
Annexure – H	Compliance Certificate	39
Annexure – I	Format for Bid Guarantee	40
Annexure – J	Format of Certificate from Bank	42
Annexure – K	Pre-contract Integrity Pact	43

## Section 1: Introduction and Disclaimer

### 1. Introduction

This request for proposal document ('RFP document' or RFP) has been prepared solely for the purpose of enabling Bank of Baroda ('Bank') to select vendor for End to End NETC Issuing Module Management system under OPEX model. This RFP seek a detailed technical and commercial proposal for Procurement, Installation, Customisation, maintenance including reconciliation and 24\*7 helpdesk services of NETC Issuing Management System as elaborately detailed in section 4.3 under the heading "Scope".

The duration of the contract between Bank and selected vendor will be 5 years.

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

#### 1.1. Information Provided

The RFP document contains statements derived from information believed to be 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 solutions. Neither the Bank nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this RFP document.

#### 1.2. Recipients

The RFP document is intended for the information of the party(ies) to whom it is issued ("**the Recipient**" or "**the Respondent**") and no other person or organization.

#### 1.3. Confidentiality

The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party without Bank's express written permission. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to the Bank. The Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.

#### 1.4. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of the Bank or any of its officers, employees, contractors, agents, or advisers.

The Bank and its officers, employees, contractors, agents and advisers disclaim any liability, pecuniary or otherwise that may accrue or arise from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting due to the information contained herein and/or by virtue of copying, adopting, reproducing, any of the material which may be the copyright material or any other Intellectual Property of a third party who may claim ownership of the same.

**1.5. Costs Borne by Respondents**

All costs and expenses incurred by Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions etc. and providing any additional information required by the Bank, shall be borne entirely and exclusively by the Respondent.

**1.6. No Legal Relationship**

No binding legal relationship shall exist between any of the Respondents and the Bank until execution of a contract.

**1.7. Recipients' Obligation to Inform Itself**

It is the Recipient's responsibility to conduct necessary investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

**1.8. Evaluation of Offers**

Indicative evaluation process has been specified in Section 3 of this document. However, as a condition of responding, each Recipient acknowledges and accepts that the Bank in its absolute discretion may apply whatever selection criteria it deems appropriate in finalizing the vendor.

**1.9. Errors and Omissions**

Each Recipient should notify the Bank of any error, omission, or discrepancy found in this RFP document. Notification should be made to the address provided in Section 2.2 – Requests for Information.

**1.10. Acceptance of Terms**

Recipient shall, by responding to the Bank with a submission, be deemed to have accepted the terms of this document in totality without any condition whatsoever.

**Section 2 : Lodgment of RFP**

**One Set of bid documents (paper copies) containing Eligibility cum Technical compatibility and Commercial response (each of these being enclosed in separate sealed envelopes); one (1) electronic copy (Microsoft Office 2010/2013 on CD) and one (1) electronic copy (Adobe .pdf non-editable / password protected on CD)** must be supplied to the Bank in a sealed master envelope superscripted “**Proposal for NETC Issuing Host Solution under OPEX model for Bank of Baroda**”. It should be noted that in case of any discrepancy in information submitted by the bidder in hard-copy and soft-copy, the hard-copy shall be given precedence and will form the basis of evaluation and final selection. However, in case of non-submission of any hard copy document, if the same is found submitted in the soft-copy, Bank reserves right to accept the same at its absolute discretion.

The document should be addressed and submitted to:

**The Head & General Manager (Digital Banking & Fintech Department)**

**Bank of Baroda**

**Baroda Sun Tower, 7<sup>th</sup> floor**

**C-34, G-Block, Bandra Kurla Complex**

**Bandra (East)**

**Mumbai - 400 051**

The sealed bid envelope should be delivered to **Mr. Anurag Awasthi, Chief Manager/ Ms Kaushikee , Manager** at the above address (Telephone– 022-66981575/66981572). Bids submitted anywhere else would be liable for rejection.

The bids shall be in two parts viz.

- (a) Eligibility cum Technical Proposal and
- (b) Commercial Proposal

Each proposal – Eligibility cum Technical Proposal and Commercial Proposal - shall be submitted in separate sealed envelopes super-scribing “**Eligibility cum Technical proposal for End to End NETC Issuing Module Management system under OPEX model for Bank of Baroda**”, and “**Commercial proposal for End to End NETC Issuing Module Management system under OPEX model for Bank of Baroda**” on top of the envelopes respectively. These separate sealed envelopes should be put together in a sealed master envelope super-scribing “**Proposal for End to End NETC Issuing Module Management system under OPEX model for Bank of Baroda**”.

All copies of RFP documents and attachments (except product/component brochures) must be signed and stamped by the bidder. All pages of the documents must be numbered in “page no. / total no. of pages” format.

All the envelopes (inside the master envelope) should have the following information on the front side:

1. **Name of the bidder :**
2. **Type of offer : Eligibility cum Technical / Commercial**
3. **Date of submission:**
4. **Contact numbers (mobile) and email address of the single point of contact of the bidder for this RFP.**

Please note that in the following cases Bank in its absolute discretion may reject the Bids:

1. Submission of Bid after the time stipulated in this RFP Document.
2. Misleading/incomplete information or documentation.

3. Bid submission without bidder's name.
4. Price information provided anywhere other than 'Commercial Bid'.
5. Improper Draft/Banker's Cheque/Bank Guarantee for Bid Fee or Bid Security.
6. Any conditional offer or assumption with or without information to the Bank.
7. Envelopes are not in order as requested in this document.
8. Bidder is not meeting eligibility or technical criterion specified in this RFP.
9. Submitted bid through Post, Fax or email.
10. Submitted more than one bid. In case bidder is submitting more than one bid all the bids submitted by the bidder shall be disqualified.
11. Bidder not able to demonstrate the compliance of functionality/specification/quality requested in RFP.

### **2.1. Registration of RFP Submission**

Upon receipt of a submission, the Bank shall register the response. **Incomplete or partial or faulty submissions shall be rejected forthwith.**

All submissions, including any accompanying documents, shall become the property of the Bank. Hence, submission of response to the RFP shall be deemed as respondents' license, and grant all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, notwithstanding any copyright or other intellectual property right that may subsist in the submission or accompanying documents.

#### **2.1.1. Late RFP Submission Policy**

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

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

### **2.2. Requests For Information / Clarification**

Respondents are required to direct their communication towards clarification/additional information, errors and omission related to this RFP to:

#### **The Manager (Digital Banking Department)**

**Bank of Baroda**

**Baroda Sun Tower, 7<sup>th</sup> floor**

**C-34, G-Block, Bandra Kurla Complex**

**Bandra (East)**

**MUMBAI - 400 051**

Bidder should use the following format for their above-said communication -

#### **Name of the Respondent/Bidder:**

Date:

Contact Person from Respondent/Bidder in case of need.



Name:

Designation:

Mail ID:

Tel / Mobile No:

Sr. No	Reference from RFP Section (If From RFP)		Query / Issue
	Volume & Section Ref	Page No	
1			
2			

**All queries/clarifications requested must be in writing and should be forwarded by the nominated point of contact** of bidder in the above format in MS-EXCEL-2010/2013 work book format. The queries to be e-mailed to: [barodamclip@bankofbaroda.com](mailto:barodamclip@bankofbaroda.com) with the format enclosed as attachment.

Bank shall not answer any communication initiated by respondents after the last date of query submission. Bank may in its absolute discretion seek additional information or document from any respondents after the RFP closes for supplementary information and better evaluation. All such information and document provided must be taken to form part of that Respondent's response.

Bank is not bound to reply to queries not pertaining to this RFP. Replies shall be at Bank's discretion. Bank's replies shall be final and acceptable to all bidders.

### 2.3. Notification

Bank shall notify respondents in writing (as soon as practicable) if the respondent's submission has been rejected. Bank is not obliged to provide any reasons for any such rejection. The final outcome of RFP shall be communicated after opening and necessary processing of commercial bids of short-listed bidders. No separate communication will be issued by the Bank.

### 2.4 Related Parties

In the following circumstances Bank will have discretion to reject the entire bid or accept the bid with some conditions stipulated by bank –

1. Bids submitted by holding company and its subsidiary.
2. Bids submitted by one or more companies having common director/s.
3. Bids submitted by one or more partnership firms/LLPs having common partners.
4. Bids submitted by one or more companies in the same group of promoters/management.
5. Any other bid in the sole discretion of the bank is in the nature of multiple bids.

**Section 3: Evaluation process**

Evaluation process is a combination of eligibility cum technical assessment and commercial quote offered by the bidder. Eligibility cum technical proposal shall be opened and evaluated first.

**3.1. Eligibility details required**

Eligibility proposal must contain:

- a) Duly filled up **Annexure A – RFP Application**
- b) Covering letter certifying eligibility criteria compliance as specified in **Annexure B**
- c) Certificate from Bank as per **Annexure J**
- d) Compliance of RFP terms and conditions -**Annexure E & H**
- e) List of clients / banks to whom NETC Issuing Host Solution is provided mentioning the model
- f) Supporting documents / certificates as mentioned in **Annexure D-1**
- g) Bid security / EMD in the form of Demand Draft / Bankers' Cheque in favor of Bank of Baroda drawn at Mumbai/ Bank Guarantee in favor of Bank of Baroda issued by a reputed scheduled commercial Bank in India (other than Bank of Baroda ) in the format enclosed (**Annexure I**) and valid for-3-months from the last date of submission of the commercial bid
- h) Bid price in the form of a Demand Draft/Pay Order/Bankers' Cheque issued by a scheduled commercial bank favoring Bank of Baroda, payable at Mumbai, in case the RFP document is not purchased from the Bank but downloaded from the website, then the Demand Draft / Pay Order/ Banker's Cheque shall have to be handed over separately. In case of non-payment of this fee, the offers shall not be opened /considered.
- i) Bidders responding to this RFP need to sign the Integrity Pact (IP) as per **Annexure K** which will be also signed by Banks representative.

**Non-compliance of even one condition mentioned in the eligibility criteria may render the bid ineligible.**

On completion of these requirements, technical compatibility is assessed for requisite technology and customer convenience as per bank's requirements.

**3.2. Technical details required**

The Technical Proposal (TP) should be complete in all respects and contain all information asked for in this document. It is mandatory to submit the technical details in prescribed formats duly filled in, as part of the offer. The Bank, at its discretion, may not evaluate a bid in case of non-submission or partial submission of technical details. The proposal must be submitted in an organized and structured manner and no brochures/leaflets etc. should be submitted in loose form.

The proposal should comprise of following:

- a) Information / documents required from bidder for Technical Evaluation" (**Annexure D-2**)
- b) Executive Summary should be limited to a maximum of five pages and should summarize the content of the response. This should initially provide an overview of bidder's organization and position with regards to Bank requirement for NETC Issuing Host Solution under OPEX model. A summary of Bidder's solution / Project plan that will be provided as a part of this procurement should follow. A brief description of the unique qualifications of the Bidder should then be provided followed by a summary on capabilities such as resources and past experience of providing such solution. Information provided in the Executive Summary is to be presented in a clear and concise manner.
- c) Reference Bank details (**Annexure – F**)

- d) Unpriced bill of material (**Annexure –G**)
- e) Documentation to provide complete information of the NETC Issuing Host Solution under OPEX model offered to the bank and confirming specification mentioned in (**Annexure-C**)
- f) Conformity of data provided in CD with hardcopy letter (the respondent should certify that the contents of CDs are same as that provided by way of hard copy)

Technical assessment shall broadly cover the following:

- a) Evaluation of paper based response/documents submitted to support the claim of bidder in regard of Technical and Functional Requirement.
- b) NPCI certification for NETC Issuing system
- c) Readiness to immediately start implementation of Issuing Host under OPEX model for bank and complete the same in 12 weeks.
- d) Bidders profile/experience in the related field to fulfill the Bank's requirements.
- e) Technical and functional capabilities of the proposed Issuing Host Solution under OPEX model.
- f) Security features of the proposed Issuing Host Solution under OPEX model.
- g) Acceptance of laid down terms and conditions
- h) Proposed size and Profile of management team to be committed along with allocated time commitment Bank may choose to visit the vendor premises, Data center and Data recovery center to check processing capacity, security, support infrastructure etc. Bank may also choose to visit the Banks where bidder has previously supplied the Issuing Host solution to check their quality of service and working. The bidder is required to bear the cost of travel and stay for the Bank team comprising of three to four members.
- i) Oral/PPT presentation made by the bidders.
- j) Helpdesk capabilities.
- k) References provided/gathered by the bank about the Issuing Host solution and service rendered by the company.

The bidder has to give a demonstration of the system through issuing a RFID tag. This will be a part of technical assessment.

At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.

The, commercial bids shall be opened only for those bidders who secure a minimum of 70% score in the eligibility cum technical assessment.

In case only one participant bidder gets 70% or more score, then the next highest scoring bidder may also be selected for commercial evaluation at the sole discretion of the Bank. In case none of the participant bidders scores 70% score or more, the commercial bid of top 2 bidders on the basis of technical assessment may be opened at the sole discretion of the Bank.

### **3.3. Commercial Proposal:**

Commercial proposal should give all the relevant price information. No information should be kept blank. Offer should be in strict conformity with the format as given in **Annexure – G**.

- a) The best and firm price should only be quoted (as per the format enclosed)
- b) The bidder must quote in Indian Rupees ('INR') only. Bids in currencies other than INR would not be considered and bid will be rejected forthwith.

- c) The prices and other terms offered by the bidder must be firm for an acceptance period of 180 days from the last date for submission of tender document to the Bank.
- d) The price quoted by the bidder shall be inclusive of all taxes, levies, duties and cess (such as CST, LST, VAT, Excise, Customs duties etc excluding GST.).
- e) The prices offered shall be on a fixed price basis and should not be linked to variable like foreign exchange rate.
- f) Any contradictory information, conditional pricing, exclusion of any item in TCO computation or error in computation may lead to summary disqualification of the bid as per sole discretion of bank.

TCO (Total Cost of ownership) shall be calculated on the basis of all the cash outflows, for the five years period, for bank as proposed by the bidder in **Annexure G**.

The commercial proposals of short listed bidders shall then be opened and evaluated for completeness. If the commercial quote is incomplete either for not providing quote for all required services, it shall be presumed that the services shall be provided without any additional cost to the Bank. The Bank may, however, in its absolute discretion disqualify a bidder whose commercial quote is found to be incomplete.

Further, during scrutiny of the commercials, if it is observed at any time, that the quote for any line item is given exorbitantly high from the prevailing market rates by L1 bidder, the bank may ask the bidder to bring down the rates to fair market price level for that line item. If the L1 bidder does not agree to bring down the rates to fair market price level for that line item, the L1 bidder will be declared disqualified, and the L2 bidder will be considered as L1 bidder. The process of bringing exorbitantly high quoted price to fair market price will be repeated with next declared L1 bidder for same or any other item in their respective bid.

If it is found at any stage (before or after selection) that there is a calculation (addition, subtraction, multiplication or division) mistake, then the final totaled price, notwithstanding the mistake, shall be considered as the offer price for evaluation. However, the price payable shall be the lower of the “correct total” and “incorrect total”.

**Example A, if the price quoted is as under:**

Service A: Rs. 400/-  
Service B: Rs. 599/-  
Service C: Rs. 2350/-  
Total: Rs. 4939/-

In this example, Rs. 4939/- shall be taken for evaluation. However, the price payable shall be Rs. 3349/-

**Example B, if the price quoted is as under:**

Service A: Rs. 400/-  
Service B: Rs. 599/-  
Service C: Rs. 2350/-  
Total: Rs. 2939/-

In this example, the price taken for evaluation shall be Rs. 2939/- Though the correct total is 3349, the price payable shall be Rs. 2939/- only.

Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents shall be notified separately, if such normalization exercise as part of the assessment is resorted to.

### **3.4. Erasures or Alterations**

Technical details must be completely filled up. All the corrections or alterations, if any, should be authenticated. In the case of the corrections/alteration are not properly authenticated, the offer shall be rejected.

There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up containing correct technical information of the product being offered. Filling up of the forms using terms such as "OK", "accepted", "noted", "as given in brochure/manual" are not acceptable to the bank. Offers not adhering to these guidelines may not be accepted to the bank.

### **3.5. Offer Validity Period**

The offer shall remain valid for a period of at least 180 days from the last date for submission of tender document to the Bank.

The bidder may modify or withdraw its offer after submission, provided that written notice of the modification or withdrawal is received by Bank prior to the closing date and time prescribed for submission of offers. No offer can be modified by the bidder, subsequent to the closing date and time for submission of offers.

### **3.6. Bid Security, Cost of RFP, Performance Bank Guarantee**

#### **3.6.1. Bid Security /Earnest Money Deposit(EMD)**

**Bidder shall furnish, as part of its bid, a bid security/EMD for an amount of Rs 40,00,000/ (Forty lacs only)** in the form of DD/ Bankers' Cheque in favor of Bank of Baroda drawn at Mumbai or Bank Guarantee in favor of Bank of Baroda issued by a reputed scheduled commercial bank in India (other than Bank of Baroda ) in the format enclosed and valid for-3-months from the last date of submission of the Commercial bid. Bank Guarantee should be as per the format mentioned in **Annexure–J**.

- a) Bid security should be enclosed in original with the "Eligibility cum Technical Bid".
- b) The successful bidder's bid security shall be discharged upon the bidders signing the contract and furnishing the performance guarantee. Unsuccessful Bidder's bid security shall be returned as promptly as possible as but not later than 30 days after the declaration of the successful bidder. No interest shall be payable on bid security amount.

#### **The bid security may be forfeited:**

- a) If a bidder withdraws its bid during the period of bid validity; or
- b) In case of a successful bidder, if the bidder fails:
  - i. To sign the agreement within the stipulated time; or
  - ii. To furnish performance guarantee within the stipulated time and valid till the end of contract period plus six months

MSEs registered under single point Registration scheme of NSIC may be exempted from payment of cost of RFP/EMD. For this purpose bidder must submit the relevant registration certificate, clearly indicating capacity & monetary limit. However, exemption is only for Tender document fees & EMD, if such a bidder is successful, and then Security Deposit in the form of Pay order or Demand Draft as per the RFP document shall be submitted.

Any Bid not accompanied with Tender document fees & EMD amount, as above excluding exemption under point (iv) above, will be rejected by the Bank, as nonresponsive.

### **3.6.2. Cost of RFP**

A complete set of bidding documents may be purchased by any of eligible bidders from our office (address given in section 2.2) upon payment of a non-refundable fee of Rs. 40,000/- (Rupees Forty Thousand Only), in the form of a Demand Draft / Banker's Cheque in favor of Bank of Baroda payable at Mumbai. The RFP is available on Bank's website, [www.bankofbaroda.com](http://www.bankofbaroda.com) and can be downloaded. In case the bid document is downloaded from the website, the price of bid document shall have to be handed over separately in the form of a non-refundable Demand Draft / Banker's Cheque for Rs. 40,000/- in favour of Bank of Baroda payable at Mumbai at the time of submission of the bid as part of the eligibility bid.

### **3.6.3. Performance Bank Guarantee**

**Successful bidder has to furnish a Performance Bank Guarantee of 10% of the TCO value, issued by any reputed Scheduled Commercial Bank in India (other than Bank of Baroda) in favour of Bank of Baroda. The Guarantee shall be valid for the entire period of contract and 6 months thereafter.**

In case of extension of contract, the successful vendor has to extend the Bank guarantee for the extended period (exceeding three months of the extended period) as per stipulation in the Service level Agreement.

In case vendor fails to perform the contract, Bank shall invoke the Performance Bank Guarantee to recover penalty/ liquidated damages.

## **3.7. General Terms and Conditions**

### **3.7.1. Adherence to Terms and Conditions**

Bidders who wish to submit responses to this RFP should note that they should abide by all the terms and conditions mentioned in the RFP. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process.

### **3.7.2. Execution of SLA/NDA**

The successful vendor shall execute (a) a Service Level Agreement, which would include all the services and terms and conditions of the services to be extended as detailed herein and any other conditions as may be prescribed by the Bank; and (b) Non-disclosure Agreement. The Vendor shall execute the SLA and NDA within one month from the date of acceptance of Letter of Appointment. The contract shall be executed by the authorized signatory of the vendor. A power of attorney to that effect shall be submitted by the successful bidders.

All the expenses such as stamp duty, registration fee if any, related to the execution of the agreement shall be borne by the successful bidder

### **3.7.3. Other terms and conditions**

Bank of Baroda reserves the right to:

- a) Reject any and all responses received in response to the RFP
- b) Waive or Change any formalities, irregularities or inconsistencies in proposal format delivery
- c) Extend the time for submission of all proposals
- d) Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality)



- e) Select the next most responsive bidder if negotiations with the bidder of choice fail to result in an agreement within a specified time frame.
- f) Share the information/ clarifications provided in response to RFP by any bidder, with any other bidder(s) /others, in any form.
- g) Cancel the RFP/Tender at any stage, without assigning any reason whatsoever.
- h) Change the time schedule of the RFP for inviting the bids or evaluation thereof
- i) Modify any specifications related to eligibility or technicalities.

#### **3.7.4.Substitution of Project Team Members**

The bid should contain resource planning proposed to be deployed for the project which includes, inter-alia, the number of personnel, skill profile of each personnel, duration etc.

During the assignment, the substitution of key staff identified for the assignment shall not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the vendor can do so only with the concurrence of the Bank by providing other staff of same level of qualifications and expertise. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments made by the Bank to the vendor during the course of this assignment besides claiming an amount, equal to the contract value as liquidated damages. However, the Bank reserves the right to insist the vendor to replace any team member with another (with the qualifications and expertise as required by the Bank) during the course of assignment.

#### **3.7.5. Professionalism**

The vendor should provide professional, objective and impartial advice at all times and hold the Bank's interests paramount and should observe the highest standard of ethics while executing the assignment.

#### **3.7.6. Adherence to Standards**

The vendor should adhere to laws of the land and rules, regulations and guidelines issued by the various Regulatory, Statutory and Government authorities.

Bank reserves the right to ascertain information from the banks and other institutions to which the bidders have rendered their services for execution of similar projects. Such feedbacks from high ranking officials would also form part of vendor selection and any strong adverse comment/action about product or service would make the bidder ineligible for further assessment/processing.

#### **3.7.7. Expenses**

It may be noted that Bank shall not pay any amount /expenses / charges / fees / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses etc. other than the services fees as per finally negotiated price.

#### **3.7.8. Penalty & Liquidated Damages (LD)**

The select vendor is required to provide fully functional customized NETC Issuing Host solution under OPEX model to Bank within a period of 12 weeks from the acceptance of purchase order. Vendor is also required to

obtain the certification from NPCI and ensure compatibility with Tag provider within the above mentioned time period for Bank.

Failure to implement the solution within the stipulated time period after acceptance of purchase order will be liable for a penalty @ 2% of the order value inclusive of all taxes, duties, levies etc. excluding GST, per week or part thereof, subject to maximum of 10% of order value.

However, if there is delay beyond the above period and/or amendments thereon, due to reasons attributable to the Bank, such period will be exempted from computation of delay for the purpose of computing penalty. The Vendor shall have to produce document showing "Reasons for delay to commence / completion of work" from the representatives of Bank and to undertake to complete the work within next one week of confirmation of readiness by the Bank. This, however, does not preclude the Bank from invoking the Performance Guarantee, if warranted, as per the terms of this RFP.

If the selected Bidder fails to complete due performance of the contract in accordance to the terms and conditions agreed during the final contract negotiation, Bank reserves the right either to cancel the contract or to accept performance already made by the selected bidder. In case of termination of contract the Bank reserves right to recover an amount equal to 10% of the Contract value as Liquidated Damages for non-performance.

Bank may recover such amount of penalty from any payment being released to the vendor / performance guarantee.

Both penalty and liquidated damages are independent of each other and are applicable separately and concurrently.

Penalty and LD is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the selected bidder to prove that the delay is attributable to the Bank and Force Majeure. The selected bidder shall submit the proof authenticated by the bidder and Bank's official that the delay is attributed to the Bank and Force Majeure along with the bills requesting payment.

### **3.7.9. Indemnity**

The Vendor 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 Vendor under this RFP; and/or
- an act or omission of the Vendor and/or its employees, agents, sub-contractors in performance of the obligations under this RFP; and/or
- claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Vendor, against the Bank; and/or
- claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Vendor 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 Vendor 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 Vendor contained in this RFP; and/or
- Negligence or gross misconduct attributable to the Vendor or its employees or sub-contractors.

The Vendor 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 Vendor in writing as soon as practicable when the Bank becomes aware of the claim; and
- Co-operates with the Vendor in the defense and settlement of the claims.

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

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

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

### **3.7.10. Dispute Resolution**

Bank of Baroda and the vendor shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after 30 days from the commencement of such informal negotiations, Bank and the vendor have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to sole Arbitrator appointed by Bank and the award of the sole arbitrator shall be final and binding on the parties. The arbitration and reconciliation act 1996 and revisions, if any, thereof, shall apply to the

arbitration proceedings and the venue of the arbitration shall be at Mumbai.

### **3.7.11. Force Majeure**

Notwithstanding the above provisions, the successful bidder shall not be liable for penalty or termination for default if and to the extents that delay on its part 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 beyond the control of the either party to the contract and not involving anyone's fault or negligence and not foreseeable. Such events may include, but are not restricted to, such as a war, strike, riot, crime, or an act of God / Nature (such as hurricane, flooding, earthquake, volcanic eruption, etc.), which prevents one or both parties from fulfilling their obligations under the contract.. If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.

### **3.7.12. Termination**

Bank shall have the option to terminate this RFP and / or any subsequent agreement and / or any particular order, in whole or in part by giving Vendor at least 90 days prior notice in writing. It is clarified that the Vendor shall not terminate this RFP & the subsequent Agreement for convenience.

However the Bank will be entitled to terminate this RFP and any subsequent agreement, if Vendor breaches any of its obligations set forth in this RFP and any subsequent agreement and

- Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or
- If the bidders fails to obtain the certification from NPCI for the Issuing Host implementation for Bank
- If deductions on account of penalty exceeds more than 5% of the total contract price.
- In the event of the Bank terminating the Contract in whole or in part, the Bank may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered, and the Bidder shall be liable to the Bank for any excess costs for such similar services.

This Tender and subsequent Agreement shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:

- The other Party becomes 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 undertaking, assets or revenues of the other Party and such appointment continues for a period of twenty one (21) days;
- The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party; or
- The other Party becomes the subject of a court order for its winding up.

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

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

### **3.7.13. Confidentiality**

This document contains information confidential and proprietary to the Bank. Additionally, the vendors shall be exposed by virtue of the contracted activities to the internal business information of the Bank. Disclosures of receipt of this RFP or any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the vendors, premature termination of the contract, and / or legal action against the vendors for breach of trust.

Selected vendor shall have to sign a legal non-disclosure agreement with the Bank before starting the project.

The vendor (and its employees) shall not, unless the Bank gives permission in writing, disclose any part or whole of this RFP document, of the proposal and/or contract, or any specification, plan, drawing, pattern, sample or information furnished by the Bank (including the users), in connection therewith to any person other than a person employed by the bidder in the performance of the proposal and/or contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. The employees or the third party engaged by the bidder shall maintain strict confidentiality.

The vendor, its employees and agents shall not, without prior written consent from the Bank, make any use of any document or information given by the Bank or its Authorized personnel, except for purposes of performing the contract award. In case of breach, the Bank shall take such legal action as it may be advised. The Vendor has to maintain confidentiality even after completion/ termination of the contract.

### **3.7.14. Limitation of Liability**

- a) The vendor's aggregate liability in connection with obligations undertaken as a part of this Project whether arising under this project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual.
- b) Vendor's liability in case of claims against the bank resulting from Willful Misconduct or Gross Negligence of the vendor, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

- c) The 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 the vendor as part of this Agreement.

In no event shall any Party be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this Agreement.

### **3.7.15. Governing Law and Disputes**

The bid and the subsequent Contract with the selected bidder shall be governed in accordance with the Laws of India and shall be subject to the exclusive jurisdiction of Courts in Mumbai.

### **3.7.16. Limitation on promotion**

The vendor shall agree to make no reference to the Bank for the procurement of products and services hereunder or the agreement in any literature, promotional material, brochures, sales presentation or the like without the express prior written consent of the Bank.

### **3.7.17. Authorized Signatory**

The selected bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract.

The selected bidder shall submit at the time of signing the contract, a certified copy of the extract of the resolution of their Board, authenticated by Company Secretary, 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.

### **3.7.18. Non Payment of Professional Fees**

If any of the items/activities as mentioned in the price bid are not taken up by the Bank during the course of this assignment, the Bank shall not pay the professional fees quoted by the vendor in the Price Bid against such activity/item.

### **3.7.19. Assignment**

Neither the contract nor any rights granted under the contract Shall be sold, leased, assigned, or otherwise transferred, in whole or in part, by the vendor, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the Bank.

### **3.7.20. Audit**

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

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

## Section 4: Background, Eligibility Criteria, Scope of Work

### 4.1 Background

Bank of Baroda is one of the largest Public Sector Bank in India with international operations in 25 other countries. In India, Bank has branch network of around 5,500 branches. While bank has a vast network of branches, Bank's operations are fully automated and customers of the Bank avail various alternate delivery channels. To expand further reach, Bank is also forging ahead with cutting edge technologies and innovative new banking models. In the same line Bank is venturing into NETC project to offer digital payment solution to the customers for payment at tolls.

Bank of Baroda is requesting proposal for NETC Issuing Host Solution under OPEX model. The purpose of the RFP is to seek a detailed technical and commercial proposal for end to end management of NETC Issuing module under OPEX model which will include Issuing Host solution, infrastructure, Operations including settlement, reconciliation, dispute management and 24\*7 helpdesk service.

The bidders desirous of taking up the project for supply and management of above solution for Bank of Baroda are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion.

This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide the End to end NETC Issuing module management system under OPEX model adhering to Bank's requirement outlined in this RFP.

### 4.2 Eligibility Criteria

As per **Annexure "B"**

#### **Note:**

Bidder must comply with all the above mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Attested true photocopies of relevant documents / certificates should be submitted as proof in support of the claims made. The Bank reserves the right to verify / evaluate the claims made by the bidder independently.

### 4.3 Scope of work

#### **4.3.1 Business Functionalities:**

- a) The ETC Issuing Host Solution is broadly aimed to provide end to end management of NETC Issuing module management system under OPEX model inclusive but not limited to functions (i) Issuance portal of RFID tags (ii) User portal (iii) Operations including dispute management (iv) Help Desk Portal (v) Helpdesk services . It also covers inventory management of RFID tags/top up facilities/customer service channels, including reconciliation and account management.
- b) This Request for Proposal has been published to invite and engage capable vendors to implement an operational and technical solution serving the stated requirements. The proposed issuing host solution as an issuer should integrate with various channels of BOB such as CBS , Finacle, Business Correspondents (BCs), Internet Banking, payment gateway, UPI , Mobile Banking, Mobile Wallet, ATMs, Cash Recyclers, KIOSKs and other channels as required in future. The platform should have

the capability to manage services, user experiences and integration of various core & allied systems of issuer banks in ETC management, NPCI as a settlement agent, and BOB to be able to provide a consistently controlled and seamless channel experience to the customer. The Bank is seeking an experienced and capable vendor who can fulfil the same, as per the guidelines of NHAI/NPCI and Bank issued from time to time.

#### 4.3.2 Functional Requirements

- a) **Key Capabilities required for end to end NETC Issuing module management system** – The proposed system should provide but not limited to following functionalities
- Account Management
  - Inventory Management
  - System Administration
  - Finance Management and Reporting
  - Reconciliation
  - Transaction Processing
  - MIS
  - Dispute Management
  - 24\*7 Helpdesk

We may divide the system in following four parts –

1. NETC Issuing System
2. Hosting /Infrastructure Management
3. System Operations including Reconciliation, Violation and Dispute Management
4. Customer Services Helpdesk (Call Center)

#### 1. NETC Issuing System :

Issuer system should provide but not limited to following functionalities/features:

- a) Maintain inventory of Tags
- b) Issuance of tags through point of sale locations
- c) Maintain customer accounts
- d) Handle Tag account recharges through as mentioned in 4.3.1.b and any other channel as may be specified by Bank
- e) Maintain Black list and white list of tags
- f) Maintain pool account of customer balances and deposits
- g) Send black list and white list to NPCI

- h) Receive ETC transactions from NPCI and post to customer account
- i) Reconcile the ETC transactions with NPCI
- j) Issue Plaza Level Pass (discounts) to the Customers.
- k) Receive disputes from Customers and send the disputes to NPCI
- l) Receive Adjustment details for resolved disputed transactions from NPCI and give corresponding adjustment to the customer account
- m) Receive settlement details recommended by NPCI and physically settle to Acquirers. Send settled details to NPCI.
- n) Maintain User self-service portal and Point of Sale system
- o) Maintain Back-Office system which supports Customer service, Finance Management, Inventory Management and Help desk system
- p) User self-service portal – This portal should comprise (but not limited to) of following functions/features -
  - i) Tag recharge/top-up facility through debit/credit card, Internet-banking, UPI and any other channel which may be decided by Bank in due course of time. This means integration with Bank's various channels is required.
  - ii) User should be able to check all tag related information.
  - iii) User should be able to generate statement depending upon duration provided by him/her.
  - iv) User should be able to view transaction history.
  - v) User should be able to view details of a particular transaction.
  - vi) User should be able to block the tag.
  - vii) User should be able to update profile related information like mobile number, email id.
  - viii) User should be able to raise dispute for a transaction.
- q) Point of Sale Management system – This should provide (but not limited to) following functionalities/features –
  - i) Portal for Point of Sales
  - ii) Issuing Tags by accepting cash, debit/credit card, wallet
  - iii) Recharge tags by accepting cash, debit/credit card, wallet
  - iv) Send black list/white list tags to NPCI
  - v) Maintain inventory per “point of sale” basis
- r) Tag Inventory Management system – This should provide complete inventory management for RFID tags.



- s) Customer Service Center application – This is required to handle customer complaints and resolve various issues.
  - t) Dispute resolution (including image review)
  - u) Integration with Bank's PG, Internet-banking system, UPI etc. for making payment for Tag recharge.
  - v) MIS reports.
  - w) Compliance/ up gradation as per upgrades released by NPCI, IHMCL/NHAI.
2. Hosting /Infrastructure Management
- a) As this RFP is for OPEX model, the selected vendor is required to provide complete host environment and infrastructure. 24x7 Support for hosting, IT & System operations are included.
  - b) Provisioning of Data Center:
    - i) Facility of Data center to be provided.
    - ii) The infrastructure should be scalable so that as per requirement transaction volumes can be handled.
    - iii) Provisioning of requisite hardware, setup and installation
    - iv) Provisioning of requisite software licenses, Business application license and other required monitoring software, tools for IT setup at the site for day to day operations.
    - v) Installation and configuration of operating systems, storage solution and replication mechanism for all in-scope business application systems.
    - vi) Assisting in installation and configuration of in-scope databases and business applications
    - vii) Installation and configuration of any other specialized applications/software solution/ hardware solution required for the setup.
  - c) Provisioning of Data recovery site
    - i) Facility of Data recovery site to be provided.
3. System Operations including Violation and Dispute Management
- (1) Clearing & settlement of NETC transactions for NETC program
  - (2) Dispute Resolution.
  - (3) To facilitate Web & file based dispute processing
  - (4) Raising a dispute
  - (5) Accepting or rejecting dispute
  - (6) Tracking/follow-ups of disputes raised/received with concerned.
  - (7) Settlement of disputed transactions
  - (8) Escalations for disputed transactions.
  - (9) MIS reports.
  - (10) Timelines to Raise/Settlement of dispute will be as per guidelines for NPCI & with mutual consideration



- (11) Disputes can be raised for Chargeback cases (From Issuer end).
- (12) For Credit/Debit adjustment (From Acquirer end) (may not be applicable for BANK OF BARODA)

4. Customer Services and Helpdesk

- a. BANK OF BARODA TAG Helpdesk to be an Inbound Process only initially but may need outbound services in the future and the same may be enabled with mutual consideration
- b. Customer Queries can come in through email, website or telephone calls - Answering User queries, addressing their concerns, complaints, escalation, and working towards resolving them BANK OF BARODA to procure toll free connection from a telephone service provider and the same to land at our Helpdesk premises
- c. Helpdesk needs to be available 24\*7 as per mandate of the project –The Bank can initially start with English/Hindi. And later any additional language requirement may come.
- d. Helpdesk would handle and log Queries and Complaints from BANK OF BARODA customers calling BANK OF BARODA Toll Free number
- e. Queries Logged will need to get closed and Complaints to get forwarded as daily reports (consolidated or case to case) to BANK OF BARODA team.
- f. Similar methodology to be applied for outbound call metrics as well when enabled
- g. Helpdesk would share weekly and monthly MIS towards Calls and Tickets logged as per standard format available with Our Helpdesk
- h. Number of resources dedicated for servicing BANK OF BARODA Tag customers to be mutually decided and reviewed periodically for optimal utilization.

**4.4 Terms of execution of work**

- a) The select vendor is required to implement the Issuing Host solution for Bank and Helpdesk solution within a period of 12 weeks from the acceptance of purchase order. Vendor is also required to obtain the certification from NPCI during the said period.
- b) Non-Disclosure Agreement (NDA) and Service Level Agreements (SLAs) will have to be entered into with the Bank for timely delivery of system with zero defects. NDA and SLA has to be entered after issuing of LOI/Purchase Order.

**4.5 Training**

Vendor is required to provide user/administrative training at select locations in respect of complete Issuing Host solution, without any extra cost to Bank . Locations of training will be PAN India and will be advised by the bank to selected vendor .

**4.6 Payment Terms, Support Services & Miscellaneous Terms/Requirements**

The terms of payment shall be as follows:

- a) No advance payment would be done against purchase order. Income Tax (TDS) & Work Contract (WCT) etc. will be deducted at source as per the prevailing Tax Rules.
- a) Local taxes like octroi/entry tax , GST etc., if any, shall be reimbursed only on production of original receipt issued by the respective authorities. The vendor should pay such amounts and claim reimbursement, while claiming the amount due. The claim without original receipt is liable to be rejected.
- b) If any penalty is imposed for non-payment of octroi/local taxes , GST etc. shall be borne by the vendor.
- c) If the solution and services is not found to be of good quality or not working as per specifications then the bank will have the right to make suitable deductions from the payable. The decision of the Bank in this regard will be final.
- d) Bank will not give any assurance for payment of any non-conforming product supplied by vendor. No indemnity/assurance on payment will be given and vendor may stand to forfeit Performance Bank Guarantee according to gravity of the situation.

**4.7 Manuals and documentation**

The vendor shall provide copies in hard and soft copy of complete technical documentation, design, specification etc. for the system supplied. All the manuals shall be in English and the documentations should be clearly indicative of machines supplied.

**4.8 Pre-delivery inspection**

Bank shall carry out pre-delivery inspection of solution at the vendor's site.

**Annexure and Appendices****Annexure–A - RFP Application**

(Letter to the bank on the bidder's letterhead)

**Date:**

The General Manager and Head,  
Digital Banking & Fintech Department,  
Bank of Baroda,  
Baroda Sun Tower, 7<sup>th</sup> floor  
C-34, G-Block, Bandra Kurla Complex  
Bandra (East), Mumbai - 400 051

Dear Sir,

**RE.: Bank's RFP for Issuing Host Solution for NETC Project under OPEX model**

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for Issuing Host Solution for NETC Project under OPEX model as detailed in your above referred RFP. We agree to all the terms and conditions mentioned in the RFP. We also submit required information along with documentary evidence in following format:

Parameter		Response
Year of commencement for NETC Issuing Host solution business		Original Certificate from User/s Bank/s to be enclosed
Year	Turnover	Audited Balance Sheet for F.Y. 2013-14, 2014-15, 2015-16 to be submitted.
2013-14		
2014-15		
2015-16		
Name of the Directors/Partners/Key Persons of the company		
Name of Commercial Bank in India as on 30.06.2017 to whom solution is provided		Original Certificate from User/s Bank/s to be enclosed.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP. We also confirm that the offer shall remain valid for 180 days from the last date for submission of tender document to the Bank.

We also understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the offer in full or in part without assigning any reasons whatsoever.

We enclose Demand Draft/Bank Guarantee for Rs. 40,00,000 (Rs. Forty Lacs Only) favoring Bank of Baroda and payable at Mumbai, towards bid security, details of the same is as under:

- No. :
- Date :
- Name of Issuing Bank:

Yours faithfully,

(Name &amp; Designation, seal of the firm)

**Annexure-B - Compliance of Eligibility Criteria**

We confirm having complied with all the prescribed eligibility criteria of the RFP and confirm as under:

<b>Eligibility Criteria</b>	<b>Compliance (Yes/No)</b>	<b>Documents Required</b>	<b>Details of proof submitted</b>
The bidder should be a company registered in India		Certificate of incorporation	
The bidder should be NPCI certified for NETC Issuing System		NPCI Certificate	
The bidder should have supplied/ implemented NETC Issuing solution to at least one Commercial Bank in India as on 30.06.2017.		Original Certificate from Bank where solution is provided mentioning the date of LIVE.	
The bidder should not have been blacklisted by any PSU Bank/IBA/RBI/any regulatory authority during the last five year.		Undertaking	
The bidder should have a minimum annual turnover of Rs 5 crores during last two financial years i.e. 2014-15, 2015-16.		Audited Financial Statements (Balance Sheet & Profit & Loss statement) for the FY 2013-14, 2014-15, 2015-16 along with complete auditor's certificate / qualifications.	
The bidder company should have positive networth for last two years			
The bidder company should be in profit for last two years			
The bidder should comply with all NPCI/NHAI present requirements and should be ready to implement all future requirements as provided by NPCI/NHAI from time to time without any additional cost		Undertaking	

Note : All certificates, reference letter, undertaking should be in English, duly complete with signature, name and stamp of the issuing authority and their organization.

SIGNATURE

(Name & Designation, seal of the firm)

Kindly note that in the following circumstances bank will have discretion to reject the entire bid or accept the bid with some conditions stipulated by bank.

- 1 Bids submitted by more than one authorized representative of the same vendor.
- 2 Any other bid, in the sole discretion of the bank, is in the nature of multiple bids.

Note: Bidder must comply with all the above mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made along with tender. The Bank reserves the right to verify / evaluate the claims made by the bidder independently.

**Annexure-C – Compliance of Technical Specification**

Criteria	Compliance (Yes/No)	Documents Required
Presentation and/or site visit		
Arrangement for Data center with adequate and scalable infrastructure		Undertaking that these features are available and will be implemented for Bank of Baroda.
Arrangement for Data Recovery site		
Functionality of Point of sale portal including provision of customer category wise (Retail/Corporate/Fleet) RFID Tag issuance, provision of KYC details capturing.		
Functionality of User portal		
Readiness to integrate Bank's payment gateway, Internet-banking, UPI and any other channel as specified by Bank for recharge/top-up function		
Reconciliation procedure- individual account wise and overall system wise		
Plaza level Pass Issuance functionality		
Dispute Management		
MIS reports as per Bank requirement		
Operational support		
Set up of Procedure of realisation of funds in Bank's pool a/c for loading/recharge of tags		
Overall compliance with NPCI procedural guidelines for NETC system		
Provision of changes in future as per NHAI/NPCI requirements		
System Demonstration		
Facility for sending notifications through SMS/Email/Both		
Helpdesk portal		
Any additional portal/functionality which will be useful for Bank		

**ANNEXURE-D**
**Template for "Eligibility cum Technical Evaluation" (For Bank team)**

Template for "Technical Evaluation"						
SNo	Particulars	Maximum Marks	Minimum Requirement	10	15	20
A	<b>Service Provider Profile (Evaluation team to verify certified documents)</b>					
1	The bidder should be in the business of NETC Issuing module solution for last one year as on 31.05.2017.	6	One year experience.	One year experience.	Two year experience.	More than two year experience.
2	The bidder should have supplied/ implemented NETC Issuing solution for at least one Commercial Bank in India as on 30.06.2017.	6	One commercial Bank	One Commercial Bank	2 Commercial Bank	More than 2 commercial Bank
3	The bidder should have a minimum annual turnover of Rs 5 crores during last two financial year's i.e. 2014-15, 2015-16.	6	5 Crore	>= 5 Crore	>= 10 Crore	>= 12 Crore
C	<b>Technical Capability</b>	Will be evaluated by the evaluation team				
1	Functionality of Point of sale portal	4				
2	Functionality of Inventory management module	4				
3	Functionality of User portal	4				
4	Readiness to integrate Bank's payment gateway, Internet-banking, UPI and any other channel as specified by Bank for recharge/top-up function	5				
5	Readiness to implement the complete system for BOB in 12 weeks	5				
6	24*7 Helpdesk service	5				
7	Data center with provision of adequate and scalable infrastructure	5				
8	Provision of Data recovery center	5				
9	Reconciliation procedure- individual account wise and overall system wise	5				

10	Plaza level Pass Issuance functionality	5				
11	Dispute Management	4				
12	MIS reports as per Bank requirement	4				
13	Operational support	4				
14	Set up of Procedure of realisation of funds in Bank's pool a/c for loading/recharge of tags	4				
15	Overall compliance with NPCI procedural guidelines for NETC system	3				
16	Provision of changes in future as per NHAI/NPCI requirements	3				
17	Helpdesk portal	3				
18	System Demonstration	10				
	<b>Total Score</b>	<b>100</b>				
<b>Point to be Noted</b>						
<p>No changes would be accepted on bank's side (in Finacle or output reports/MIS) to maintain compatibility with existing system. Evaluation team may request for additional information/clarification from the bidders, carry out site visits and make reference calls to existing clients for a complete and fair assessment of bidder capability to supply End to End NETC Issuing module management system under OPEX model</p>						



## Annexure- D 1

### Information/ Documents required from Bidder for Eligibility evaluation

#### A. Eligibility Evaluation:

##### Supporting documents to be submitted:

1. Organization structure
2. Name of the Directors/Partners/Key Persons of the company
3. Business Profile and strategy for expansion in India of bidder
4. Write up on following for bidder:
  - a) Management practice & procedure
  - b) Other products & services practice area and core competency
  - c) Expertise in handling customization/adaptation to regional languages.
5. If an authorized representative/ channel partner is responding to this RFP, an authorization letter from Original Solution provider that the company is their authorized representative in India and a copy of agreement.
6. Certificate of incorporation.
7. Letter from the Bank/s on letter head where vendor has previously supplied Issuing solution confirming bidder's statement. The letter should be signed by an official in the rank of AGM or above in the department dealing with the procurement/implementation of passbook printers.
8. NPCI certification document
9. Audited Balance sheet for last 3 years (2013-14, 2014-15 and 2015-16).
10. Undertaking from Bidder conforming readiness for complying with all future NPCI/NHAI compliance requirements without any additional cost to Bank.

**Annexure-D 2**
**Information/ Documents required from Bidder for Technical evaluation**
**B. Technical Evaluation:**
**Supporting documents to be submitted:**

S. No.	Item	Bidders response	Documents enclosed / evidence
1	<b>Covering letter</b>		
2	<b>Table of Contents</b>		
3	<b>Executive Summary</b>		
4	<b>Service Provider Profile</b>		
(a)	Provide Organization overview (financial profile, organization structure etc.)		
(b)	Provide business profile and strategy		
(c)	Management practices and procedures		
(d)	Dedicated practice area and core competency		
5	<b>Industry and business process expertise</b>		
(a)	Banking industry specific skill sets		
(b)	Process skill sets (specific sub processes)		
(c)	Functional skill sets		
(d)	Security issues and solution proposed		
6	<b>Technical Requirements</b>		
(a)	Complete specification/information of Issuing Host Solution		
(b)	Complete specification/information of Infrastructure		
(d)	Operational services along with Dispute Management		
(g)	Helpdesk service specifications/information		
(h)	Presentation		

**Annexure-E - Compliance to RFP Terms and Conditions**

Sl no	Terms & Condition	Compliance (Y/N)	Remarks
1.	Eligibility Criteria		
2.	Scope of work		
3.	Technical & Functional Criteria		
4.	Terms of execution of work		
5.	Locations to be covered		
6.	Training		
7.	Cost of RFP		
8.	Bid Security / Earnest Money Deposit (EMD)		
9.	Eligibility & Technical details required		
10.	Commercial Proposals		
11.	Erasures or alterations		
12.	Offer validity period		
13.	Payment terms, Support Services & Miscellaneous Terms/Requirements		
14.	Penalty & Liquidated damages		
15.	Termination		
16.	Manuals & documentation		

SIGNATURE

(Name &amp; Designation, seal of the firm)

**Annexure-F**  
**Reference Site Details**

	Reference 1	Reference 2
Name of the Bank where NETC Issuing module solution was supplied		
Address of the Bank		
Contact Details (At least two contacts are to be provided for each reference)		
Contact 1 Name:		
Designation:		
Landline no.:		
Cell no.:		
E-mail id:		
Contact 2 Name:		
Designation:		
Landline no.:		
Cell no.:		
E-mail id:		
Ref. no and date of order (certified copy attached)		

SIGNATURE  
(Name & Designation, seal of the firm)

**Annexure – G – Commercial Bid Template**
**Commercial Bid Template**

Sr. No	Description	Price (in Rs.)
1.	One time development and project management fee for end to end NETC Issuing module management system	
2.	Recurring Fee	
	a. Transaction processing fee (per transaction)	
	b. Any other recurring fee (if any)	
	c. Call center charges (if any)	
3.	Customization and integration Cost if any (to meet the scope of the RFP)	
4.	Any other cost (details to be provided)	
5.	Total cost	

**Bidders are required to include all cost in the given rate as Bank will not pay anything extra than the mentioned price.**

**Total Price in words:**

(Rs.

SIGNATURE

(Name & Designation, seal of the firm)

**Price Composition and Total Cost of Ownership (TCO):**

The price quoted should be in Indian rupees only.

The prices offered shall be on a fixed price basis and not linked to the any foreign exchange component.

1.1. TCO shall encompass but not be limited to the following:

- Cost of Issuing Host system including infrastructure, operations and Helpdesk facilities.
- Master Service Agreement (MSA) costs for applicable period.
- Cost of software up gradation for the entire period of contract.
- Any other cost expected by bidder for timely and efficient implementation of the project as per business requirement as specified in the RFP shall be included by the bidder.
- Cost of certification by NPCI.
- Cost of any compliance changes as per NPCI/NHAI for the entire contract period (5 years).

The price quoted by the bidder shall be inclusive of all taxes, levies, duties and cess such as CST, LST, VAT, Excise, Customs duties etc. but excluding GST which would be reimbursed to the vendor on production of actual receipt.

**Annexure- H**  
**Compliance Certificate**

To  
**The General Manager and Head,**  
**Digital Banking & Fintech Department**  
**Bank of Baroda,**  
**7<sup>th</sup> Floor, Baroda Sun Tower**  
**C-34, G-Block, Bandra Kurla Complex**  
**Bandra (East)**  
**Mumbai - 400 051**

Dear Sir,

**RE.: End to End NETC Issuing Module Management system under OPEX model**

1. Having examined the tender document including all annexures, the receipt of which is hereby duly acknowledged, we the undersigned offer to provide End to End NETC Issuing Module Management system under OPEX model in conformity with the said RFP document and in accordance with our proposal and the schedule of prices indicated in the price bid and made part of this tender.
2. If our bid is accepted, we undertake to complete the project within the scheduled time lines.
3. We confirm that this offer is valid for 180 days from the last date for submission of tender document to the Bank.
4. This bid together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.
5. 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".
6. We agree that Bank is not bound to accept the lowest or any bid that Bank may receive.
7. We have never been barred/black-listed by any regulatory /statutory authority in India.

**SIGNATURE**

**(Name & Designation, seal of the firm)**

**Annexure I: Format for Bid Guarantee**

**The General Manager and Head**  
**Digital Banking & Fintech Department**  
**Bank of Baroda**  
**7<sup>th</sup> Floor, Baroda Sun Tower**  
**C-34, G Block, Bandra Kurla Complex**  
**Mumbai-400051**

1. M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_ (herein after referred as 'the vendor') \_\_\_\_\_, has inter-alia agreed to furnish a bank guarantee from a scheduled bank for Rs 40,00,000/- (Rupees Forty Lacs only) as security for compliance with the vendor's obligation in accordance with stipulation of RFP No. \_\_\_\_\_ dated \_\_\_\_\_ issued by Bank of Baroda.
2. On request of the vendor we \_\_\_\_\_ (hereinafter called the issuing bank) do hereby undertake to pay to you an amount not exceeding Rs 40,00,000/- (Rupees Forty Lacs only) against any non-compliance with conditions contained in the RFP.
3. We \_\_\_\_\_ (the issuing bank) undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from you stating that the amount claimed is due by way of loss or damage caused to or that would be caused to or suffered by you by reasons of any breach by the said vendor of any of the terms or conditions contained in the RFP by reason of the vendor's failure to perform the terms thereof. Any such demand on us during the currency shall be conclusive as regards the amount due and payable by us under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs 40,00,000/- (Rupees Forty Lacs only) .
4. Any notice by way of demand or otherwise hereunder may be sent by courier, or registered post to our local address of the issuing Bank and if sent accordingly it should be received and duly and acknowledged by the bank on or before the expiry date of the guarantee.
5. We \_\_\_\_\_ further agree that the guarantee herein contained shall remain in force during the period that would be taken for the performance of the said obligation and that it shall continue to be enforceable till satisfactory compliance of the terms and conditions thereof by the vendor or till you certify that the terms and conditions of the said RFP have been fully and properly carried out by the said vendor and accordingly discharge the guarantee or till expiry date whichever is earlier.
6. This bank guarantee shall remain in operation from the date of issue and we shall not revoke this guarantee during the currency except with your previous consent in writing. You may enforce your rights pursuant to this guarantee in any court or tribunal in accordance with laws of India.
7. We \_\_\_\_\_ further agree with you, that you shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to very any of the terms and conditions of the said RFP or to extend time of performance



by the said vendor from time to time or to postpone for any time or from time to any of the power exercisable by you against the said vendor and to forbear or enforce any of the terms and conditions relating to the said RFP and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said vendor or for any forbearance, act or omission on your part or any indulgence by you to the said vendor.

8. The bank guarantee shall not in any way be affected by your taking or giving up any securities from the vendor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or as the case may be of the vendor.
9. The bank guarantee shall not be affected by any change in our constitution or of the vendor nor shall it be affected by any change in your constitution or by any amalgamation or absorption but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamating company or concern till expiry date.
10. We have the power to issue this bank guarantee in your favor and the undersigned has full power to execute this bank guarantee under the power of attorney dated \_\_\_\_\_ issued by .

Notwithstanding anything contained herein

- i) Our liability under this bank guarantee shall not exceed Rs 40,00,000/- (Rupees Forty Lacs only).
- ii) This bank guarantee shall be valid up to ; and
- iii) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before .

**Annexure- J – Format of Certificate from Bank**

**The General Manager and Head  
Digital Banking & Fintech Department  
Bank of Baroda  
7<sup>th</sup> Floor, Baroda Sun Tower  
C-34, G-Block, Bandra - Kurla Complex  
Bandra (East)  
Mumbai 400 051**

Dear Sir,

**Re: End to End NETC Issuing Module Management system under OPEX model by the  
\_\_\_\_\_ (Name of the Vendor)**

This is to certify that \_\_\_\_\_ (name of the vendor) has supplied/installed \_\_\_\_\_ NETC Issuing Host solution for our Bank during the period \_\_\_\_\_.

The performance of the above said system is satisfactory and there are no adverse observations as regards to the performance of the system and the service rendered by the \_\_\_\_\_ (Name of the vendor) is prompt and complete.

**SIGNATURE**

**(Name & Designation, seal of the Bank)**

**Annexure-K: PRE CONTRACT INTEGRITY PACT****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 Banking Companies (Acquisitions and Transfer of Undertakings) Act, 1970 having its head office at Mandvi Baroda, and its corporate office at Baroda Corporate Centre, C-26, G Block, Bandra Kurla Complex, Bandra East, Mumbai-400051 (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item/Services) and the BIDDER/Seller is willing to offer/has offered the said stores/equipment/item/services and WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking performing its functions on behalf of the President of India.

NOW, THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**Commitments of the BUYER**

1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
2. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
4. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

**Commitments of BIDDERS**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of

an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be closed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

**Previous Transgression**

1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

**Earnest Money (Security Deposit)**

1. While submitting commercial bid, the BIDDER shall deposit an amount (shall be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
  - i. Bank Draft or a Pay Order in favour of Bank of Baroda
  - ii. A confirmed guarantee by an Indian Nationalized Bank other than Bank of Baroda, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
  - iii. Any other mode or through any other instrument (to be specified in the RFP).
2. The Earnest Money/Security Deposit shall be valid up to a period of seven years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

**Sanctions for Violations**

1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
  - a. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - b. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - c. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

- d. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of Bank of Baroda, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - e. To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
  - f. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - g. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
  - h. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - i. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
  - j. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
2. The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
  3. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

**Fall Clause**

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

**Independent Monitors**

1. The BUYER will be appointing 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).
2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.



3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
7. The BUYER 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 parties. The parties will offer to the Monitor the option to participate in such meetings.
8. The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER I BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

#### **Facilitation of Investigation**

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

#### **Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

#### **Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

#### **Validity**

The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BUYER BIDDER

Name of the Officer: Chief Executive Officer

Designation:

Department:

Witness

Witness

1. \_\_\_\_\_ 1. \_\_\_\_\_

2. \_\_\_\_\_ 2. \_\_\_\_\_