



**Bank of Baroda**

**Request for Proposal (RFP) for Supply,  
Implementation and Maintenance of  
Unified Payment Interface(UPI) Solution**

**Bank of Baroda**

**29/07/2017**

**RFP Reference: BCC:IT:PROC:109:58**



[A] Important Dates:

#	Particulars	Timeline
1	<b>RFP Issuance Date</b>	29 <sup>th</sup> July 2017
2	<b>RFP Coordinator Name, Contact details (Bank)</b>	1. Mr. Vinayagam S, Chief Manager (IT), Mr. Uday Kumar G. Patel Senior Manager(IT) 2. Contact No. - 022-66983115, 022-66982540 3. Email: rfp.it.procurement@bankofbaroda.com, vinayagam.s@bankofbaroda.com, udaykumar.patel@bankofbaroda.com 4. Postal Address: The Chief Manager (IT), Bank of Baroda, C-34, G-Block, Baroda Sun Tower, 7th Floor, Project Office, BKC, Mumbai-400051
3	<b>Last Date of Written request for Clarifications Before the Pre-bid Meeting</b>	5:00 PM on 5th August, 2017
4	<b>Pre-bid Meeting</b>	3:30 PM on 9th August, 2017 at Bank of Baroda, Baroda Sun Tower, Bandra Kurla Complex, Mumbai - 400051
5	<b>Last Date of Submission of RFP Response (Closing Date)</b>	3:30 PM on 19 <sup>th</sup> August, 2017 at Bank of Baroda, Baroda Sun Tower, Bandra Kurla Complex, Mumbai - 400051
6	<b>Eligibility &amp; Technical Bid Opening Date</b>	4:00 PM on 19 <sup>th</sup> August, 2017 at Bank of Baroda, Baroda Sun Tower, Bandra Kurla Complex, Mumbai - 400051
7	<b>Commercial Bid Opening</b>	The commercial bids of only those vendors who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible vendors.
8	<b>Application Money</b>	Rs. 25,000/- (Rupees Twenty Five Thousand only)
9	<b>Bid Security (Earnest Money Deposit)</b>	Rs. 10,00,000/- (Rupees Ten Lakh Only)



**[B] Important Clarifications:**

Following terms are used in the document interchangeably to mean:

1. Bank, BOB means 'Bank of Baroda'
2. Recipient, Respondent, Bidder, Bidder means the respondent to the RFP document
3. RFP means the Request For Proposal document
4. Bidder /s, Bank shall be individually referred to as 'Party' and collectively as 'Parties'
5. Tender means RFP response documents prepared by the bidder and submitted to Bank of Baroda
6. 'ATS' means Annual Technical Support
7. 'UPI' means Unified Payment Interface
8. 'AMC' means Annual Maintenance Charges
9. 'PSP' means Payment System Player
10. 'UPI' means Unified Payment Interface
11. 'RRB' means Regional Rural Bank

**Confidentiality:**

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



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## Introduction

### 1.1 Introduction and Disclaimer

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda (“the Bank”) to select a bidder for supply, install, integrate and operationalize a suitable Unified Payment Interface (UPI) solution which will enable the Bank to offer Unified Payment Interface(NPCI standard) enabled services to their customer through various alternative channels available in the Bank

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

### 1.2 Information Provided

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

### 1.3 For Respondent Only

The RFP document is intended solely for the information of the party to whom it is issued (“the Recipient” or “the Respondent”) i.e. Government Organization / Public Sector Undertakings (PSU) / Limited Company or a partnership firm and no other person or organization.

### 1.4 Confidentiality

The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. 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 accepts that any such revised or amended document will be subject to the same confidentiality undertaking.

The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in



any way with the Bank or any of its customers or suppliers without the prior written consent of the Bank.

### **1.5 Disclaimer**

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

### **1.6 Costs Borne by Respondents**

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

### **1.7 No Legal Relationship**

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

### **1.8 Recipient Obligation to Inform Itself**

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

### **1.9 Evaluation of Offers**

Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of organizations, not limited to those selection criteria set out in this RFP document.

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





### **1.10 Errors and Omissions**

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than last date of receiving clarifications as specified in “[A] Important Dates – Last Date of Written Request for Clarifications Before the Pre-bid Meeting”

### **1.11 Standards**

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

### **1.12 Acceptance of Terms**

A Recipient will, by responding to the Bank’s RFP document, be deemed to have accepted the terms as stated in this RFP document.



## **2. RFP Response terms**

### **2.1 Lodgment of RFP Response**

#### **2.1.1 Application Money**

Application Money as mentioned in “[A] Important Dates – Application Money” by way of Bankers Cheque / Demand Draft / Pay Order favoring Bank of Baroda, payable at Mumbai, which is non refundable, must be submitted separately along with RFP response. The Bank may, at its discretion, reject any bidder where application money has not been furnished with RFP response.

#### **2.1.2 RFP Closing Date**

RFP Response should be received by the officials as indicated in “[A] Important Dates – Last Date of Submission of RFP Response (Closing Date)” as per the details given in this Section.

### **2.2 Registration of RFP Response**

Registration of RFP response will be affected by the Bank by making an entry in a separate register kept for the purpose upon the Bank receiving the RFP response in the above manner. The registration must contain all documents, information, and details required by this RFP. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through Fax mode, the RFP is liable to be summarily rejected.

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

### **2.3 Late RFP Policy**

RFP responses received after the deadline for lodgment of RFPs may be registered by the Bank and may be considered and evaluated by the evaluation team at the absolute discretion of the Bank. Respondents are to provide detailed evidence to substantiate the reasons for a late RFP submission. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.

### **2.4 RFP Validity period**

RFP responses must remain valid and open for evaluation according to their terms for a period of at least 180 days from the RFP opening date. The Bank shall have the right at



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

## **2.5 Contract period**

The Contract with the selected bidder will be valid for a period of 5 years. The contract will be deemed completed only when all the items and services contracted by the Bank are provided in good condition, installed, implemented, tested and accepted along with the associated documentation provided to Bank's employees; as per the requirements of the contract executed between the Bank and the Bidder. The Bank will have the right to renegotiate these prices at the end of the contract period.

## **2.6 Requests for Information**

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

All questions relating to the RFP, technical or otherwise, must be in writing and addressed to the addresses given in point "[A] Important Dates" above. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications. All queries / clarifications requested must be addressed in the format as per Annexure 06 – Comments Format only.

The Respondent must communicate the same in writing on or before last date of receiving request for clarification as per details given in RFP. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Respondents in the manner specified. However, the Bank will not answer any communication initiated by the Respondents later than date given in "[A] Important Dates – Last Date of Written Request for Clarifications Before the Pre-bid Meeting".

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

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

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

## **2.7 Notification**

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



## 2.8 Disqualification

Any form of canvassing/lobbying/influence/query regarding short listing, status etc will be a disqualification.

## 2.9 Language of Tender

The Tender prepared by the Bidder, as well as all correspondence and documents relating to the Tender exchanged by the Bidder and the Bank and supporting documents and printed literature shall be in English language only.

## 2.10 Formats of Bids

The bidder s should use the formats prescribed by the Bank in the tender for submitting both technical and commercial bids.

The Bank reserves the right to ascertain information from the banks and other institutions to which the bidder s have rendered their services for execution of similar projects.

## 2.11 Timeframe

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

## 2.12 RFP Response Submission Details

Eligibility Cum Technical and Commercial bids shall be submitted in separate sealed sub-envelopes super scribing:

a) **“ELIGIBILITY CUM TECHNICAL BID FOR BANK OF BARODA – RFP FOR SUPPLY, IMPLEMENTATION & MAINTENANCE OF UNIFIED PAYMENT INTERFACE(UPI) - TENDER REFERENCE NO. .... SUBMITTED BY ..... ON ..... AT MUMBAI, DUE DATE .....**

**BIDDER DETAILS:**

**NAME ....., EMAIL ADDRESS ....., CONTACT NUMBER .....**” on the top of the sub-envelope containing the eligibility cum technical bid. The envelope should also have the Application Money Demand Draft / Banker’s Cheque as per 2.1.1 and the EMD as per 2.13. This sub-envelope should have hard copy and CD of Eligibility and Technical Bid Content. A masked copy of the entire price bid and Bill of Materials after masking the prices should accompany the Technical Bid.

b) **“COMMERCIAL BID FOR BANK OF BARODA – RFP FOR SUPPLY, IMPLEMENTATION & MAINTENANCE OF UNIFIED PAYMENT INTERFACE (UPI) - SUBMITTED BY ..... ON ..... ATMUMBAI, DUE DATE .....**” on the top of the sub-envelope containing the Commercial Bid. This sub-envelope should have the hard copy and CD for Commercial Bid.

These two separate **sealed sub-envelopes** should be put together in another **sealed master envelope** super scribing **“BID FOR BANK OF BARODA – RFP FOR SUPPLY,**



**IMPLEMENTATION & MAINTENANCE OF UNIFIED PAYMENT INTERFACE(UPI) - TENDER REFERENCE NO. .... SUBMITTED BY ..... ON ..... AT MUMBAI, DUE DATE .....**”

**The RFP response document should be submitted to the Bank in duplicate in paper copies i.e. two sets of envelope (One containing original and the other having the duplicate set) clearly mentioning ORIGINAL/DUPLICATE in each envelope set**

**Eligibility Cum Technical Bid**

- Annexure 01 – Bid - Table of Contents (list of document enclosed)
- Covering letter certifying eligibility criteria compliance (Eligibility criteria as defined in Annexure 02)
- Annexure 02 - Duly filled up Eligibility Criteria Compliance. Supporting credential letters or copies of documentation from clients or purchase order copies certifying eligibility criteria compliance.
- Application Money, Bid Security money (Earnest Money deposit) and Bid Security Letter as per Annexure 03. The RFP response without accompanying the Demand Draft / Banker’s Cheque / Bank Guarantee towards Application Money / Bid Security are liable to be rejected
- Annexure 04 - Bid Security Undertaking (if Earnest Money deposit in the form of a bank guarantee)
- Annexure 05 - Undertaking from the Vendor
- Annexure 07 - Conformity with Hardcopy letter
- Annexure 08 - Conformity Letter
- Executive Technical Summary: The Executive Summary should be limited to a maximum of five pages and should summarize the content of the response.
- The Executive Summary should initially provide i) An overview of Bidders organization and position with regards to providing Unified Payment Interface(UPI) ii) A summary of the Bidders services related to the proposal that will be provided as a part of this procurement iii) Brief description of the unique qualifications of the Bidder iv) A summary on capabilities such as resources and past experience of providing such solution v) Response to the technical requirements in Annexure 10 explaining the technical specifications wherever required. Information provided in the Executive Summary is to be presented in a clear and concise manner.
- Technical Proposal: The proposal based on Technical requirement as per Annexure 10 should be submitted with pages properly numbered, each page signed and stamped. The Technical Proposal should be bound in such a way that the sections of the Proposal cannot be removed and separated easily.
- Copy of the tender document along with the addendum duly putting the seal and signature on all the pages of the document for having noted contents and testifying conformance of the terms and conditions.



- Annexure 09 – Undertaking on Information Security.
- Annexure 15- Masked price bid (masked price bid is a copy of the price bid without any prices. Please note that the masked price bid should be exact reflection of the commercial bid which would be submitted by the Bidder as part of the commercial offer except that the masked price bid should not contain any financial information.
- One Compact Disk (CD) containing the soft copy of the Annexures and the scanned copies of submitted credential letters / Purchase orders / supporting documents.

#### **Commercial Bid**

- Covering letter on submission of Commercial bid
- Annexure 14- Commercial Bid
- Annexure 07 - Conformity with Hardcopy letter
- One Compact Disk (CD) containing the soft copy of Commercial Bid should be provided.

#### **IMPORTANT POINTS TO BE NOTED**

- The sealed bid envelopes with sub-envelopes should be delivered to the RFP Coordinator at the postal address mentioned in point “[A] Important Dates – RFP Coordinator Name, Contact Details (Bank)”. The Bank has established a RFP coordinator to provide a venue for managing bidder relationship and other requirements through the Bank’s decision making body for clarification. All the queries and communication must be addressed to the RFP coordinator / contact personnel from the Bank.
- The RFP response documents should be submitted to the Bank in duplicate in paper copies i.e. two sets of envelope (One containing original and the other having the duplicate set). All envelopes should be securely sealed and stamped. Any discrepancy between the original & duplicate, the original document will prevail.
- If any envelope is found to contain technical and commercial bid in a single sub-envelope or commercials are provided along with the technical bid, then that offer will be rejected outright.
- The proposal should be prepared in English in MS Word / Excel / PowerPoint format.
- All letters must be addressed to the following:-  
The General Manager,  
Chief Technology Officer and  
Head – IT Projects and CRM  
Bank of Baroda, Baroda Sun Tower  
C-34, G-Block, BKC, Mumbai-51





- a) Only one submission of response to RFP by each Respondent will be permitted
- b) All responses would be deemed to be irrevocable offers / proposals from the Respondent and may if accepted by the Bank form part of the final contract between the Bank and selected Respondent.
- c) The response should be organized and all the pages of the proposal including annexure and documentary proofs should be numbered and be signed by the authorized signatory.
- d) Unsigned responses would be treated as incomplete and are liable to be rejected.

### **2.13 Earnest Money Deposit**

The bidders will have to submit the Earnest Money Deposit (EMD – Bid Security) while submitting their bid at the rate stipulated by the bank in point “[A] Important Dates – Bid Security (Earnest Money Deposit)”. The earnest money deposit is required to protect the Bank against the risk of Bidders conduct.

The Earnest Money Deposit shall be denominated in the Indian Rupees only and shall be in the form of a Demand Draft favoring “Bank of Baroda” payable at BKC, Mumbai or a bank guarantee of an equal amount issued by a Commercial Bank located in India (other than Bank of Baroda), which is valid for 8 months, in the form provided in the RFP (Annexure 04 - Bid Security Form). Any bid not secured in accordance with the above will be rejected by Bank of Baroda as non-responsive.

The earnest money deposit of a bidder may be forfeited or the bank guarantee in lieu of EMD may be invoked by the Bank if the bidder withdraws its bid during the bid validity period.

Unsuccessful Bidders - Earnest money deposit or bank guarantee will be returned by the Bank within two weeks from closure of the RFP. No interest shall be paid on earnest money deposit to unsuccessful Bidders.

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

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

### **2.14 Commercial Bid**

The Commercial Offer should give all relevant price information and should not contradict the Technical Offer in any manner. There should be no hidden costs for items quoted. The offer must be made in Indian Rupees only and the offer should include all applicable taxes and other charges, if any. The suggested format for submission of



Commercial offer is mentioned in Annexure 14. The Bank is not responsible for the arithmetical accuracy of the bid. The bidder s will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Bidder. The Bank at a later date will not accept any plea of the bidder or changes in the commercial offer for any such assumptions.





### 3. Project Details

#### 3.1 Introduction and Project Overview

Bank of Baroda is one of the largest public sector banks in India with a branch network of over 5500+ branches in India and 100+ branches/offices overseas including branches of our subsidiaries, distributed in 25 countries.

Bank of Baroda is floating the RFP to select suitable bidder for implementation of Unified Payment Interface (UPI) solution for routing the transaction to and from NPCI, originated from the Bank's various alternative channels.

#### 3.2 Purpose

Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051 (hereinafter referred to as the "Bank") which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this bid document, hereinafter called RFP, to eligible Bidder s, hereafter called as 'Bidder / Bidder s', to participate in the competitive bidding for entering into a Contract with the selected bidder for implementation of UPI solution.

The Bank, for this purpose, invites proposal from Bidder s who are interested in participating in this RFP who fulfill the eligibility criteria mentioned under Annexure 02 and are also in a position to comply with the technical specification of UPI solution mentioned in Annexure 10 and provide the required solution. The participating bidder must agree all our terms & conditions mentioned under this RFP.

#### 3.3 Project Scope

The Bank intends to select a bidder to supply, install, integrate and operationalise a suitable Unified Payment Interface (UPI) solution at its Data Centre & Disaster Recovery Centre in India for routing the transaction to and from NPCI, originated from the Bank's and other bank's various alternative channels which is used by its customers.

The solution proposed should be integrated seamlessly with the existing alternative channels along with NPCI solution. Detailed scope is mentioned in Annexure-10.

Bank will award the contract to the successful bidder and the bidder should deliver the service with the following:-

1. Bank needs a robust enterprise wide solution for Unified Payment Interface(UPI) to facilitate Interbank Funds Transfer for inward and Outward transactions
2. The License for the solution to be Enterprise which means unlimited client licenses for Bank's branches in India and its RRBs and subsidiaries and to support new channels during the contract period.
3. The solution should be implemented at Bank's Data Centre and Disaster Recovery Centre and should have a separate test set up.



4. The solution should be adhering to NPCI UPI technical specifications and procedural guidelines for all the UPI products.
5. Solution should be capable of adopting any future regulatory requirement and any new additional functionalities
6. Unified Payment Interface (UPI) solution proposed should be capable of working under cluster with high availability network load balancing.
7. Unified Payment Interface(UPI) should be capable of processing 500 TPS
8. Unified Payment Interface (UPI) solution should also facilitate online DC- DR replication and retrieval capability in a seamless manner
9. The proposed solution should be seamlessly integrate with the Bank's Alternate delivery channels i.e. ATM, Internet Banking, Mobile Banking, SMS and Bank's CBS, USSD, Cash Management system, Financial Inclusion gateway, Multi Function Kiosks, Remittance agencies, bulk file upload facility for payment.
10. The proposed solution to have direct interface with Bank's CBS.
11. The proposed solution to implement the following products as per NPCI specification
  - PSP platform
    - Customer on-boarding
    - Merchant on-boarding
    - Payment transactions (Push & Pull)
    - Communicate with UPI host
    - Receive inward transaction and respond
    - SMS integration
    - E-Mail integration
    - Connect to other service providers (Travel, ticketing, utility bill payment etc.)
    - Interface with mobile app server
    - Reconciliation and Settlement as defined by NPCI
    - Virtual address management (PSP virtual address, Merchant specific virtual address etc.)
    - Global address management like Aadhaar, mobile number
    - Single click 2 factor authentication
    - Charges module
    - API support for all channels
    - Reports
    - Support four party architecture as defined by NPCI



- Transaction history
  - Hot-listing of registered users account through self service means
  - Encryption support
  - PSP mobile application
    - Native application for Android, IOS, Windows phone
    - User registration with OTP authentication and strong binding of mobile app.
    - Change password
    - Forgot password
    - Add bank account
    - Integrated secured library of NPCI to capture PIN
    - Easy navigation screen for accessing available functionality
    - Services like Ticketing services (air, bus),Prepaid recharges (mobile, DTH),Hotel booking
    - Utility bill payment services
    - Facilities like Set reminder for payment, Reminders for bills, Snooze request etc.
12. Solution to implement any new products offered by NPCI during the contract period and other regulatory requirements.
13. Solution to directly interface with NPCI solution, CBS, Mobile Banking, Internet Banking, Base24 solution, MFKs, USSD, and FI gateway without any middleware

**Note:-**Scope of supply also includes components, materials, accessories required to render the system offered complete in all respects even though every individual item may not have been specifically mentioned in the RFP. Bank will award the contract to the successful bidder who should deliver the solution with the detailed scope mentioned in the Technical Requirement in Annexure 10.

### **Presentation and Demo**

Bidders as part of technical evaluation have to demonstrate their Unified Payment Interface (UPI) solution and it will be based on the following conditions:

- i) All and any cost associated with demonstrating (including provision of Servers, technical resources, travel cost, boarding cost etc) will be to the account of the bidder and bank will not bear any cost.
- ii) Bank reserve its right to extend / shorten the period of demonstrate where needed.
- iii) Bidder who has failed in the demonstration will automatically stand disqualified technically.



### 3.4 Infrastructure

The Bidder needs to size the infrastructure (hardware, Operating System, Database and other related software) for the solution based on the volume and the growth indicated in the Annexure 10 – Technical Requirement and propose the same as part of their technical bid submission. Bank may use existing IT infrastructure or procure separately the required infrastructure based on the sizing proposed by the bidder.

However the complete implementation, maintenance and support of the Unified Payment Interface (UPI) solution shall be part of the scope of the bidder.

As part of the technical proposal the bidder needs to provide complete Unified Payment Interface (UPI) solution details. The bidder must design the solution with high availability & secure Infrastructure in Data Centre and Disaster Recovery site as per Industry accepted security standards and best practices.

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

If bank desire to provide the license of Database, Middleware & other third party software (which is optional in nature), bidder has to provide the installation guide for each software to support application or bidder may install the software as required by solution. Bidder has to resolve the issues faced due to integration of other component (like IIS & etc) or software (like Database, Middleware & other third party software). The performance tuning & parameterization of Database & other software to support smooth running of the application, should be provided by Bidder.

Bidder needs to accordingly provide as part of the technical solution the complete IT infrastructure details like Server, Operating System, Database, Storage Capacity and other related requirements. The details should include.

1. List of Operating Systems (OS) and Databases (DB) on which the solution is compatible along with licensing details of the OS and DB for the complete solution (Including installations and replication at DC and DR).
2. Details of redundancy and security setup.
3. Application architecture along with a detailed diagram including the infrastructure setup.
4. Implementation procedure / road map.
5. Server and related infrastructure specification required as part of the solution implementation (for both UAT and production phase) along with the quantity to meet the Bank's redundancy requirement.



The Bidder is responsible to arrive at the sizing independently based on the volume and the growth indicated in the Annexure 10 – Technical Requirement. The Bank is not responsible for any assumption made by the Bidder with respect to the sizing. In the event the sizing proposed by the Bidder does not meet the performance / service levels of the Bank the Bidder will at their cost carry out the necessary upgrades / replacements. The Bank has the right to deduct / recover from the bidder the required additional expenses which Bank may incur on account of such upgrades / replacements.

*Enterprise license on proposed Solution (UPI)*

The license for the solution to be Enterprise wide perpetual level for all the modules offered without any constraint on number of branches or users for the Bank's Operations in India & International Territories, present & future subsidiaries and associates both domestic & international and present & future RRBs.

The solution to be installed at Bank's Data Centre and Disaster Recovery centre and all the regulatory requirements from various authorities should be able to implement / integrate.

The Bidder will supply and maintain the complete UPI Solution requirements in terms of Application, Servers, databases, and any other equipment required to implement the solution.

**3.5 Disaster Recovery Mechanism**

The proposed system must be capable of and compatible for Disaster Recovery Implementation. The successful bidder should describe the provisions for disaster recovery and show that the proposed solution facilitates disaster recovery.

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

**3.6 Service Levels and Uptime Guarantee**

For details, please refer to Annexure 11 that details the service levels.



## 4. Evaluation Process

A two bid system is adopted for selection of the vendor:

- ▶ Stage 1 –Eligibility Bid evaluation
- ▶ Stage 2 - Evaluation methodology for eligible bidder s
  - Technical Bid Evaluation
  - Commercial Bid Evaluation
  - Weighted evaluation

During evaluation of the Tenders, the Bank, at its discretion, may ask the Bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted. The Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the bidder s to this document and bank will not entertain any correspondence in this regard.

### 4.1 Eligibility Bid

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

### 4.2 Evaluation Methodology for Eligible Bidder

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

- ▶ Technical Bid Evaluation
- ▶ Commercial Bid Evaluation
- ▶ Weighted evaluation

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

#### • Technical Bid Evaluation

The vendor needs to achieve a cut – off score of 70 marks in this evaluation stage to be qualified for commercial bid opening. Only those vendors who achieve the specified cut – off scores would be short-listed for Commercial Bid Evaluation. Further the vendor must score a minimum of 80% compliance in Technical and Functional Specifications compliance separately. Even if the vendor meets the 70 mark cut-off and does not meet this criterion of 80% compliance, the vendor would have deemed not to be meeting the RFP Technical requirements. The Technical Proposal will be evaluated for technical suitability and the criteria for evaluation of technical bids are as under:



<b>Criteria</b>	<b>Evaluation Parameters</b>	<b>Sub Scores</b>
The number of UPI Solution Implementations carried out (In the last 3 years starting from 01-04-2014 till RFP submission date)	For each Implementation 2 marks	10
Functional Specifications compliance	As per Functional Scoring Sheet in Annexure 10	25
Technical Specifications compliance	As per Technical Scoring Sheet in Annexure 10	25
Technical Presentation on Proposed Solution by the Bidder	Technical presentation will be evaluated on the following parameters: 1. Proposed Solution (3 Marks) 2. IT architecture and approach & methodology (3 Marks) 3. Resource Planning (3 Marks) 4. Project Governance and Project Team (3 Marks) 5. Future Scalability (3 Marks)	15
<b>Product Demo</b> In case Bank during this demonstration feels that any of the features is not available and needs to be customized then 1mark shall be allotted. If customization is not required and the feature is readily available then proposed mark shall be allotted.	Demonstration of in-depth understanding of the Bank's project technical and functional requirements. Major Criteria for demonstration (but not limited to) given in Annexure 10	25
<b>TOTAL MARKS</b>		<b>100</b>

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

Further the Bank's officials would visit reference sites provided by the Bidder if deemed necessary.

In case there is only one bidder having technical score of 70 or more, the Bank may, at its sole discretion, also consider the next highest technical score and qualify such bidder. In case, none of the participating bidder s qualify on technical criteria and reach or exceed the cut-off score of 70, then the Bank, at its sole discretion, may qualify two bidder s on the basis of the top 2 scores. However, the Bank at its discretion may reject the proposal of the Bidder or will not consider bidder below cutoff marks by relaxing as mentioned above, if in the Bank's opinion the Bidder could not present or demonstrate





the proposed solution as described in the proposal or in case the responses received from the customer contacts / site visited are negative or the proposed solution does not meet the Bank's functional and technical requirement.

- **Commercial Bid Evaluation**

The bidder who achieves the required cut – off technical score as part of technical evaluation shall be qualified for commercial bid opening. The commercial bid would be evaluated based on a “Total Cost of Ownership” (‘TCO’) basis. The key considerations of the TCO would be the total payouts for entire project through the contract period of 5 years, discounted at 10% to arrive at the present value of the future cash outflows. The evaluation will be done as follows:

- The discounted rate will be calculated on yearly basis based on the formula  $A/(1+i/100)^n$  where A= Total Value in each Year; i=10% and n =Year.
- The Present Value will be calculated for all components where the payment is recurring year on year. The Present Value for the component will start from the year of purchase of that component / start of the services (AMC) and shall be calculated till the end year of the contract. Further n - number of period will be '0' in the year of purchase of that component / start of the services and subsequently increased by 1 for subsequent years.
- Any component / service for which the payment is a One Time Cost the NPV cost of the equipment / service for that year will be considered and the relevant year's NPV cost will be added as part of the Present Value calculation for that year. Further the payment of the OTC component / service not being recurring in nature hence the present value for that component / service will be considered in the year of purchase only and not in subsequent years.

- **Weighted Evaluation:**

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

As an example, the following procedure can be followed:

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

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

**C** stands for discounted rate arrived basis of commercial evaluation;

**C<sub>low</sub>** stands for the lowest discounted rate arrived basis of commercial evaluation.

**T** stands for technical evaluation score and

**X** is equal to 0.30.





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

In the above example, C<sub>low</sub> is 100.

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

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

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



## 5. Terms and conditions

### 5.1 General

#### 5.1.1 General Terms

- 5.1.1.1 The Bank expects the bidder to adhere to the terms of this tender document and would not accept any deviations to the same.
- 5.1.1.2 The Bank expects that the bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.
- 5.1.1.3 Unless agreed to specifically by the Bank in writing for any changes to the tender document issued, the bidder responses would not be incorporated automatically in the tender document.
- 5.1.1.4 Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the tender document shall be the governing document for arrangement between the Bank and the bidder.

#### 5.1.2 Rules for Responding to this RFP

- 5.1.2.1 All responses received after the due date / time as mentioned in “[A] Important Dates – Last Date of Submission of RFP Response (Closing Date)” would be considered late and would be liable to be rejected.
- 5.1.2.2 All responses received after the due date/time would be considered late and would be liable to be rejected.
- 5.1.2.3 All responses should be in English language. All responses by the bidder to this tender document shall be binding on such bidder for a period of 180 days after opening of the commercial bids
- 5.1.2.4 All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the bidder s and may be accepted by the Bank form part of final contract between the Bank and the selected bidder. Bidder s are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.
- 5.1.2.5 The technical and commercial bid, submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted by the Bank. In case, due to unavoidable circumstances, the Bank does not award the contract within six months from the last date of the submission of the commercial bids, and there is a possibility to award the same within a short duration, the bidder would have the choice to maintain the EMD or bank guarantee in lieu of EMD with the Bank or to withdraw the bid and obtain the security provided.
- 5.1.2.6 Either the Indian agent on behalf of the principal/ OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same solution in this tender. If an agent submits bid on behalf of the Principal/ OEM, the same



agent cannot submit a bid on behalf of another Principal/ OEM in this tender for the same solution.

- 5.1.2.7 The bidder may modify or withdraw its offer after submission, provided that, the Bank, prior to the closing date and time, and receives a written notice of the modification or withdrawal prescribed for submission of offers. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.
- 5.1.2.8 The bidder is required to quote for all the components/services mentioned in the “Project scope” and all other requirements of this RFP. In case the bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- 5.1.2.9 In case of discrepancy in soft copy and hard copy of the bids, the bidder s agree that Bank can consider hard copy as final and it will be binding on the bidder. The Bank in this case may also reject the offer outright.
- 5.1.2.10 Based on the Bank’s requirements as listed in this document, the bidder should identify the best-suited solution that would meet the Bank’s requirements and quote for the same. In case the bidder quotes more than one model and they have not specified which particular model quoted by them needs to be considered, then the response would be considered as improper and the whole tender submitted by the bidder is liable to be rejected. The bidder is expected to provide the best option and quote for the same.
- 5.1.2.11 Bidder must furnish requirements as per the formats provided in the RFP document.
- 5.1.2.12 In the event the bidder has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Bidders and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to the Bank.
- 5.1.2.13 In the event the Bank has not asked for any quotes for alternative prices, and the bidder furnishes the alternative price in the bidders financial bid, the higher of the prices will be taken for calculating and arriving at the Total Cost of Ownership. However payment by the Bank will be made at the lower price. The Bank in this case may also reject the offer outright.
- 5.1.2.14 In the event optional prices are not quoted by the bidder, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the participating bidder will be taken as the costs, for such alternatives and also for arriving at the Total Cost of Ownership for the



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

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

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

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

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

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

5.1.2.20 Bids submitted by holding company and its subsidiary

5.1.2.21 Bids submitted by two or more companies having common director/s

5.1.2.22 Bids submitted by two or more partnership firms / LLPs having common partners

5.1.2.23 Bids submitted by two or more companies in the same group of promoters/management

5.1.2.24 Any other bid in the sole discretion of the Bank is in the nature of multiple bids.

### **5.1.3 Price Bids**

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

5.1.3.2 The prices and other terms offered by bidder s must be firm for an acceptance period of 180 days from the opening of the commercial bid.

5.1.3.3 The prices quoted by the bidder hall be all inclusive, that is, inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actual. The Bidder



is expected to provide the GST amount and GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). Though the equipment for UPI Solution would be at Bank premises, or any location identified by Bank, bidder shall be responsible for the installation, implementation and acceptance testing and the ownership would not have transferred to Bank till the final acceptance and signoff. Hence the bidder will bear the risk of loss if any, till the ownership has passed to Bank. There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

- 5.1.3.4 In case of any variation (upward or down ward) in Government levies / taxes / cess / excise / custom duty etc. which has been included as part of the price will be borne by the Bidder. Variation would also include the introduction of any new tax / cess/ excise, etc provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like GST and any taxes introduced instead of GST and levies associated to GST or any new taxes introduced after the submission of bidders proposal shall be passed on or adjusted to the Bank. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Necessary documentary evidence should be produced for having paid the customs / excise duty, sales tax, if applicable, and or other applicable levies
- 5.1.3.5 If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than GST and if the Bank has to pay the same for any of the items or supplies made here under by the Bidder, for any reason including the delay or failure or inability of the Bidder to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Bidder along with the documentary evidence. If the Bidder does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Bidder from the Bank along with the interest calculated at commercial rate.
- 5.1.3.6 Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected Bidder will be final and binding on the bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the bidder ". Bidder should ensure that the project should not suffer for any reason.



- 5.1.3.7 The Bank will consider the Total Cost of Ownership (TCO) over a three year period starting from date of purchase order and any residual payment during that period would be adjusted on a prorate basis.

#### **5.1.4 Price Comparisons**

- 5.1.4.1 The Price offer shall be on a fixed price basis and should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actual. The Bidder is expected to provide the GST amount and GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- 5.1.4.2 The successful bidder will be determined on the basis evaluation mentioned in Clause 4 above.
- 5.1.4.3 Normalization of bids: The Bank will go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that bidder s are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the technically short-listed bidder s to resubmit the technical bids once again for scrutiny. The Bank can repeat this normalization process at every stage of technical submission or till the Bank is satisfied. The bidder s agree that they have no reservation or objection to the normalization process and all the technically short listed bidder s will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The bidder s, by submitting the response to this RFP, agree to the process and conditions of the normalization process.
- 5.1.4.4 The Price offer shall be on a fixed price basis. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected. The rate quoted by the bidder s should necessarily include the following:
- 5.1.4.5 Transportation, forwarding and freight charges of all equipment to the site;
- 5.1.4.6 Prices quoted by the Bidder should be inclusive of all taxes, duties and levies etc. except GST. GST will be paid at actuals. The Bidder is expected to provide the GST amount and GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- 5.1.4.7 The Bidder is expected to provide for services which are required to be extended by the Bidder in accordance with the terms and conditions of the contract.





- 5.1.4.8 The Bidder must provide and quote for the product and services as desired by the Bank as mentioned in this RFP. Any products / services not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder.
- 5.1.4.9 End of Sales / End of support: The Bidder has to ensure that any equipment supplied as part of this RFP should not have either reached or announced end of sales on the date of such supply or end of support for at least 5 year from the date of issue of purchase order. In the event if any equipment supplied by the bidder reaches end of support, within the contract period from the date of supply, the bidder as to replace the equipment at no additional cost to the Bank.

## **5.2 Bid Security and Performance Guarantee**

### **5.2.1 Bid Security / Earnest Money Deposit**

- 5.2.1.1 Bidder s are required to give an earnest money deposit of an amount as mentioned in “[A] Important Dates – Bid Security (Earnest Money Deposit)” by way of Demand Draft/Pay Order drawn on BKC, Mumbai payable to “Bank of Baroda” or a Bank Guarantee of an equal amount issued by a Commercial Bank (other than Bank of Baroda) located in India, valid for 6 months in the form provided in the RFP (Annexure 04 – Bid Security Form). The Demand Draft should be of a Commercial Bank only (other than Bank of Baroda) and will be accepted subject to the discretion of the Bank
- 5.2.1.2 Offers made without the Earnest money deposit will be rejected.
- 5.2.1.3 The amount of Earnest money deposit would be forfeited in the following scenarios:
  - 5.2.1.4 In case the bidder withdraws the bid prior to validity period of the bid for any reason whatsoever;
  - 5.2.1.5 In case the bidder refuses to accept and sign the contract as specified in this document within 1 month of issue of contract order/letter of intent for any reason whatsoever; or
  - 5.2.1.6 In case the Bidder fails to provide the performance guarantee within 30 days from the purchase order date, for any reason whatsoever.

### **5.2.2 Performance Guarantee**

- 5.2.2.1 The successful bidder shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Annexure 12 to the extent of 10% of the total contract value for the entire period of the contract plus 6 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a nationalized Bank only, other than Bank of Baroda.
- 5.2.2.2 In the event of non-performance of obligation or failure to meet terms of this Tender the Bank shall be entitled to invoke the performance guarantee



without notice or right of demur to the bidder. Any amount pending for payment due to non achieving of milestone/s set under the agreement or any other reason solely attributable to the bidder should be included in the remaining amount of the contract value.

- 5.2.2.3 The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.
- 5.2.2.4 If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the earnest money deposit taken from the bidder, will be forfeited.

### **5.2.3 Others**

- 5.2.3.1 The solution will be deemed accepted only after successful acceptance test and sign off from Bank's identified Project Manager.
- 5.2.3.2 Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- 5.2.3.3 By submitting a proposal, the bidder agrees to promptly contract with the Bank for any work awarded to the bidder. Failure on the part of the awarded bidder to execute a valid contract with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.
- 5.2.3.4 The terms and conditions as specified in the RFP and addendums thereafter are final and binding on the bidder s. In the event the bidder is not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing
- 5.2.3.5 The bidder must strictly adhere to the delivery dates or lead times identified in their proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the Bidder's inability to meet the established delivery dates, that bidder will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank for procuring similar deliverables and services.
- 5.2.3.6 The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the solution to be supplied in response to this RFP





shall meet the proposed bidder's requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.

- 5.2.3.7 The Bidder shall represent that the solution provided and/or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The Bidder further represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the solution and services (as applicable), and shall be prepared and maintained in accordance with the highest industry standards. The Bidder represents and agrees to obtain and maintain validity throughout the specified term, of all appropriate registrations, permissions and approvals, which are statutorily required to be obtained by the bidder for performance of the obligations of the bidder. The bidder further agrees to inform and assist the Bank for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Bank for availing services from the bidder.
- 5.2.3.8 All terms and conditions, payments schedules, time frame for expected service levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the bidder. The Bank shall not be responsible for any judgments made by the bidder with respect to any aspect of the Service. The bidder shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels etc. as mentioned in this tender document.
- 5.2.3.9 The Bank and the bidder covenants and represents to the other Party the following:
- a) It is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.
  - b) It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized



and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.

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

- ▶ Will not violate or contravene any provision of its documents of incorporation;
- ▶ Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
- ▶ Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;
- ▶ To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

5.2.3.11 The bidder shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.

5.2.3.12 It would be the responsibility of the bidder to arrange / obtain necessary road permits or any other document for delivery of the material till Bank's premises. The bidder shall arrange road permit for locations applicable at no extra cost to the Bank.

5.2.3.13 The Bank would not assume any expenses incurred by the bidder in preparation of the response to this RFP and also would not return the bid documents to the Bidder s



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

#### **5.2.4 Other RFP Requirements**

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

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

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

5.2.4.4 Bidder s shall have the opportunity to clarify doubts pertaining to the tender document in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to RFP Coordinator mentioned in "[A] Important Dates – RFP Coordinator", and should be received by the nominated point of contact in writing through email before the scheduled date as indicated in the schedule of timeframe. Responses to inquiries and any other corrections and amendments will be distributed to all the Bidder s in the form of electronic mail or hardcopy or newspaper journals; the preference for distribution would be with the Bank. The bidder, who posed the question, will remain anonymous.

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

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

5.2.4.7 No Commitment to Accept Lowest bid or Any Tender – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning



any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase

- 5.2.4.8 Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- 5.2.4.9 Price Discussion – It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted.
- 5.2.4.10 Right to Alter–The Bank reserves the right to alter the requirements specified in the Tender. The Bank will inform all Bidders about changes, if any. The Bidder agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities.
- 5.2.4.11 Details of Sub-contracts, as applicable – If required by the Bank, Bidders should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub contractors by the bidder, the bidder shall be solely responsible for performance of all obligations under the tender document irrespective of the failure or inability of the subcontractor chosen by the bidder to perform its obligations. The bidder shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits for its employees and sub-contractors.
- 5.2.4.12 If the Bank is not satisfied with the technical specifications as specified in the tender document and observes major deviations, the technical bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject technical bid.
- 5.2.4.13 There will be an acceptance test by the Bank or its nominated consultants after implementation of the solution. In case of discrepancy in solution implemented, the Bank reserves the right to cancel the entire purchase contract and the bidder should take back their equipment at their costs and risks. The test will be arranged by the bidder at the sites in the presence of the officials of the Bank and / or its consultants.
- 5.2.4.14 The Bidder getting the contract shall install the HW at locations designated by the Bank.



- 5.2.4.15 Bidder should ensure that the HW delivered to the Bank including all components and attachments are brand new.
- 5.2.4.16 Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc or such other statutory infringements under any laws including the Copyright Act, 1987 or Data Protection Act 2010 in respect of solution implemented by them in the Bank from whatsoever source, provided the Bank notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim. However, (i) the Bidder has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where the Bank is required by any authority/regulator to make a comment/statement/representation.
- 5.2.4.17 Undertaking on Information Security (Annexure 09) - The bidder should furnish a letter both from the original equipment manufacturer (wherever applicable) and also from the bidders end providing an undertaking on Information Security of Authenticity for HW and also the solution supplied. This undertaking from both OEM and the bidder is on Information security as per regulatory requirement.
- 5.2.4.18 The Bidder shall perform its obligations under this Tender as an independent contractor, and may engage subcontractors to perform any of the Deliverables or Services. Neither this Tender nor the Bidders performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Bidder or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.
- 5.2.4.19 The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub contractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.
- 5.2.4.20 The price payable to the Bidder shall be inclusive of carrying out any modifications changes / upgrades to the application and other software or equipment that is required to be made in order to comply with any statutory or regulatory requirements or any industry-wide changes arising during the



subsistence of the contract/ agreement, and the Bank shall not pay any additional cost for the same. The Bidder needs to provide with the details about all such items considered in the RFP.





## 6. Terms of Reference

### 6.1 Contract Commitment

The Bank intends that the contract, which is contemplated herein with the successful bidder, shall be for a period of 5 years after successful go live / acceptance from bank.

### 6.2 Delivery:

The UPI solution must be implemented as per project scope within a period of 2 months in totality from the date of placing order by Bank. However the solution needs to be rolled out in phases as explained in Annexure 10.

In case these milestones are not met then the bidder will have to pay penalty to Bank of Baroda @ 1% of the contract value inclusive of all taxes, duties, levies etc., per week or part thereof, for late implementation beyond due date of implementation, to a maximum of 5%. If delay exceeds two weeks from due date of implementation, Bank of Baroda reserves the right to cancel the entire order.

If the selected bidder fails to complete the due performance as per this RFP, BOB reserves the right to terminate the contract and recover Liquidated Damages 10% of contract value.

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

### 6.3 Payment Terms

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

The payment will be released as follows:

#### a) Software Licenses

- 50% of the license cost on delivery of Software Licenses plus 100% of GST (wherever applicable) at actuals. The required documents to be provided along with original invoice:
  - a) Original delivery Challans duly stamped and signed by the Bank Official.
- 30% of the license cost after go-live sign off from Bank. Go Live Sign Off in the form of Acceptance Test should be signed by both Bank's identified Project Manager & vendor representative.
- 20% of the license cost after Go-Live closure signoff from Bank. Go Live Closure



Sign Off in the form of Final Acceptance Test should be signed by both Banks identified Project Manager & vendor representative. Operational Issues will be part of Managed Services and not part of Go-Live Sign Off

**b) Implementation Cost (OTC)**

- 70% of the implementation cost after go- live sign off from Bank. Go Live Sign Off in the form of Acceptance Test should be signed by both Banks identified Project Manager & vendor representative.
- 30% of the implementation cost after Go-Live closure signoff from Bank. Go Live Closure Sign Off in the form of Final Acceptance Test should be signed by both Banks identified Project Manager & vendor representative. Operational Issues will be part of Managed Services and not part of Go-Live Sign Off

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

**d) Onsite Support Charges –** Payable quarterly at the end of each quarter against receipt of satisfactory support report of previous quarter from the Bank's Project / Operation Manager

There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the bidder. Payment will be release by IT Dept., BCC as per above payment terms on submission of delivery challan and installation report.

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





## **7. General Terms and Conditions**

### **7.1 Dispute Resolution**

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

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

If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the bidder and Bank, the Bank and the bidder have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. Arbitration will be carried out at Bank's office that placed the order. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings

The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets.

### **7.2 Governing Laws**

The subsequent contract shall be governed and construed and enforced in accordance with the laws of India applicable to the contracts made and to be performed therein, and both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the courts in Mumbai shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

### **7.3 Notices and other Communication**

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



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

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

#### **7.4 Force Majeure**

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

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

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

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

#### **7.5 Assignment**

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

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

#### **7.6 Waiver**

No failure or delay on the part of either party relating to the exercise of any right, power, privilege or remedy provided under this tender document or subsequent agreement with the other party shall operate as a waiver of such right, power, privilege or remedy or as a



waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this tender document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

## 7.7 Confidentiality

The Parties acknowledge that in the course of performing the obligations under this Tender and subsequent Agreement, each party shall be exposed to or acquire information of the other party, which such party shall treat as confidential. Neither party shall disclose the Confidential Information to a third party.

“Confidential Information” means any and all information that is or has been received by the “Receiving Party” from the “Disclosing Party” and that:

- ▶ Relates to the Disclosing Party; and
- ▶ is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
- ▶ Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
- ▶ Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that may be shared by the Bank with the bidder.
- ▶ “Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes whether machine or user readable.
- ▶ Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years. However, where Confidential Information relates to the Bank’s data or data of the Bank customers, including but not limited to the Bank customers’ or the Bank employees’ personal data or such other information as the Bank is required by banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.
- ▶ Nothing contained in this clause shall limit bidder from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the bidder shall at no point use the Bank’s confidential information or Intellectual property.

The Parties will, at all times, maintain confidentiality regarding the contents of this Tender and subsequent Agreement and proprietary information including any business, technical or financial information that is, at the time of disclosure, designated in writing as



confidential, or would be understood by the Parties, exercising reasonable business judgment, to be confidential.

The Parties will keep in confidence and not disclose to any third party any and all Confidential Information available to the Parties, whether such information is given in writing or, is oral or visual, and whether such writing is marked to indicate the claims of ownership and/or secrecy or otherwise. Except as otherwise provided in this Tender, the Parties shall not use, nor reproduce for use in any way, any Confidential Information. The Parties agrees to protect the Confidential Information of the other with at least the same standard of care and procedures used to protect its own Confidential Information of similar importance but at all times using at least a reasonable degree of care.

If the bidder hires another person to assist it in the performance of its obligations under this RFP, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under this Tender and subsequent Agreement to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the Confidential Information in the same manner as the bidder is bound to maintain the confidentiality. The prior permission of bank is mandatory for any assignment by bidder to any other parties.

The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:

- ▶ Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub-contractors and contractors who need to know the same for the purposes of maintaining and supporting the hardware / software provided as a part of the contract. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub-contractors and contractors is in accordance with the terms and conditions and requirements of this Tender; or
- ▶ Unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.

In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:

- ▶ Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure
- ▶ Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party
- ▶ Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and



bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document.

- ▶ Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof
- ▶ The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party
  - a) Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control
  - b) To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party
  - c) So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control
  - d) To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with
  - e) The rights in and to the data / information residing at the Bank's premises, including at the DRC even in the event of disputes shall at all times solely vest with the Bank

This shall not be applicable and shall impose no obligation on the receiving party with respect to any portion of Confidential Information which:

- a) was at the time received or which thereafter becomes, through no act or failure on the part of the receiving party, generally known or available to the public;
- b) is known to the receiving party at the time of receiving such information as evidenced by documentation then rightfully in the possession of the receiving party;
- c) is furnished by others to the receiving party without restriction of disclosure;
- d) is thereafter rightfully furnished to the receiving party by a third party without restriction by that third party on disclosure;
- e) has been disclosed pursuant to the requirements of law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the





Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure

- f) was independently developed by the receiving party without the help of the Confidential Information.

On termination of the Tender and subsequent Agreement, each party must immediately return to the other party or delete or destroy all Confidential Information of the other party and all notes and memoranda (including copies of them) containing Confidential Information of the other party in its possession or control save for that training materials and Documentation that has been provided to the Bank which is contemplated for continued realization of the benefit of the Services. Notwithstanding the foregoing, Bidder may retain a copy of such information (but which shall not include customer data and Confidential Information) as may be necessary for archival purpose. Where Confidential Information relates to the Bank's data or data of the Bank customers, including but not limited to the Bank customers' or the Bank employees' personal data or such other information as the Bank is required by banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.

The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure under the contract shall not confer on the Receiving Party any rights whatsoever beyond those contained in the contract.

Without prejudice to any other rights or remedies which a Party may have, the Parties acknowledge and agree that damages would not be an adequate remedy for any breach of the clause and the remedies of injunction, specific performance and other equitable relief are appropriate for any threatened or actual breach of any such provision and no proof of special damages shall be necessary for the enforcement of the rights under this Clause. Further, breach of this Clause shall be treated as 'Material Breach' for the purpose of the contract.

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

## **7.8 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 Bidder at least 90 days prior notice in writing. It is clarified that the Bidder 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 Bidder 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 such breach is not of the type that could be cured within thirty (30) Working Days, failure by Bidder to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or

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.

The Bidder understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same from the Bidder for the tenure of this Tender and subsequent Agreement. The Parties therefore agree and undertake that an exit at any point in time resulting due to expiry or termination of this Tender and subsequent Agreement for any reason whatsoever would be a slow process over a period of three (3) months, after the completion of the notice period of three (3) months. During this period, the Bidder shall continue to provide the Deliverables and the Services in accordance with this Tender and subsequent Agreement and shall maintain the agreed Service levels.

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

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

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

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

- ▶ The rights granted to Bidder shall immediately terminate.
- ▶ Upon Bank's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the Bidder, being used by Bidder to provide the Services and (ii) the assignable agreements, Bidder shall, use its reasonable commercial endeavors to transfer or assign such agreements and Bidder Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.





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

## **7.9 Publicity**

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

## **7.10 Solicitation of Employees**

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

## **7.11 Inspection of Records**

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

## **7.12 Visitorial Rights**

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

## **7.13 Compliance with Laws**

Compliance with all applicable laws: The bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may



occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

Compliance in obtaining approvals/permissions/licenses: The bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.

This indemnification is only a remedy for the Bank. The bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity shall exclude indirect, consequential and incidental damages.

#### **7.14 Order / Contract Cancellation**

The Bank will provide the selected bidder a remedy period of 90 days to rectify a default or given situation. The Bank will provide in writing the nature of the default to the selected bidder through a letter or mail correspondence. The 90 day time period will commence from the day the Bank has sent such correspondence to the selected bidder.

The Bank reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

- ▶ Delay in implementation beyond the specified period that is agreed in the contract that will be signed with the successful bidder.
- ▶ Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.
- ▶ The amount of penalties has exceeded the overall cap of 5% of the total purchase order value inclusive of all taxes, duties, levies etc.
- ▶ Failure of the bidder make good the situation within the remedy period
- ▶ The selected bidder commits a breach of any of the terms and conditions of the RFP / contract.
- ▶ The selected bidder becomes insolvent or goes into liquidation voluntarily or otherwise
- ▶ An attachment is levied or continues to be levied for a period of 7 days upon effects of the tender.

In case of order cancellation, any payments made by the Bank to the Bidder would necessarily have to be returned to the Bank with interest @ 15% per annum from the date of each such payment. These payments to be returned would refer to those deliverables that will have to be reversed or redone post the termination of the bidder.



## 7.15 Indemnity

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

- ▶ Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RFP; and/or
- ▶ an act or omission of the Bidder and/or its employees, agents, sub-contractors in performance of the obligations under this RFP; and/or
- ▶ claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or
- ▶ claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Bidder to its employees, its agents, contractors and sub-contractors
- ▶ breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP; and/or
- ▶ any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- ▶ breach of confidentiality obligations of the Bidder contained in this RFP; and/or
- ▶ Negligence or gross misconduct attributable to the Bidder or its employees or sub-contractors.

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

- ▶ notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim; and
- ▶ cooperates with the Bidder in the defence and settlement of the claims.

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

If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the Bidder, after due inspection and testing and at no additional cost to the Bank, shall forthwith either



1) replace or modify the software / equipment with software / equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or 2) obtain a license for the Bank to continue the use of the software / equipment, as required by the Bank as per the terms and conditions of this Tender and subsequent Agreement and to meet the service levels; or 3) refund to the Bank the amount paid for the infringing software / equipment and bear the incremental costs of procuring a functionally equivalent software / equipment from a third party, provided the option under the sub clause (3) shall be exercised by the Bank in the event of the failure of the Bidder to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank.

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

- ▶ Software, hardware, interfacing, or supplies for the services not approved by Bidder ;  
or
- ▶ any change, not made by or on behalf of the Bidder, to some or all of the deliverables supplied by the Bidder or modification thereof, provided the infringement is solely on account of that change ;

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

## 7.16 Corrupt and Fraudulent Practices

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

- ▶ “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- ▶ “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidder s (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

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

7.16.3 The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.



### **7.17 Violation of Terms**

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

### **7.18 Transportation and Insurance**

All the costs should include cost, insurance and freight (c.i.f). However, the Bidder has the option to use transportation and insurance cover from any eligible source. Insurance cover should be provided by the bidder till the acceptance of the HW by the Bank. The bidder should also assure that the goods would be replaced with no cost to Bank in case insurance cover is not provided.

### **7.19 Authorized Signatory**

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

### **7.20 Service Level Agreement and Non-Disclosure Agreement**

The selected bidder shall execute a) Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Bank and b) Non-Disclosure Agreement (NDA). The selected bidder shall execute the SLA and NDA within two months from the date of acceptance of letter of appointment or as intimated by the Bank.

### **7.21 Right to Reject Bids**

Bank reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. The bid is liable to be rejected if:

- ▶ It is not in conformity with the instructions mentioned in the RFP document.
- ▶ It is not accompanied by the requisite Application Money and Earnest Money Deposit (EMD).
- ▶ It is not properly or duly signed.
- ▶ It is received through Telex / telegram / fax
- ▶ It is received after expiry of the due date and time.



- ▶ It is incomplete including non- furnishing the required documents.
- ▶ It is evasive or contains incorrect information.
- ▶ There is canvassing of any kind.
- ▶ It is submitted anywhere other than the place mentioned in the RFP

## **7.22 Limitation of Liability**

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

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

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

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

It is expressly agreed between the Parties that for any event giving rise to a claim, Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against bidder.

## **7.23 Ownership, Grant and delivery**

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

The license shall specifically include right

- A. To Use. (i) to use the executable code version of the Software and all Enhancements, Updates and New Versions made available from time to time solely for business operations of the Bank; (ii) to use the Program Documentation for purposes of installing or operating the Programs and supporting the use of the Software by the Bank; (iii) to use the technical Training Materials for purposes of supporting Users; (iv) to use the executable code version of the Software and all Enhancements, Updates and New Version made available from time to time for Test and Development, Training, Near DR, Disaster Recovery Site of the Bank.
- B. To Copy. (i) to copy the Software that operates on server systems to support the users of the Bank; (ii) to make additional copies of the Program Material for archival,





emergency back-up, testing, or disaster recovery purposes; and (iii) to copy the Program Documentation to support its Users.

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

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

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

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

- E. Rights: The Bidder shall ensure that the software does not infringe third party intellectual property rights. If a third party's claim endangers or disrupts the Bank's





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

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

Therefore, the Bidder should take responsibility of its actions. Even if Bank would have used the deliverables before the infringement was noticed, legally each such use constituted infringement and therefore the Bidder is in breach of the Bidders warranty and obligation.

#### **7.24 Escrow Mechanism**

The Bank and the Bidder shall agree to appoint an escrow agent to provide escrow mechanism for the deposit of the source code for the software product supplied/procured by the Bidder to the Bank in order to protect its interests in an eventual situation. In case of a disagreement between the Bank and the Bidder regarding appointment of an escrow agent, the Bank shall appoint an escrow agent in its entire discretion which shall be final and binding on the Bidder. The Bank and the Bidder shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, inter alia, the events of the release of the source code and the obligations of the escrow agent. Costs for the Escrow will be borne by the Bidder. As a part of the escrow arrangement, the final selected Bidder is also expected to provide a detailed code documentation of the solution which has been duly reviewed by an external independent organization.



### **7.25 Grievance Redressal**

Any bidder who claims to have a grievance against a decision or action with regards to the provisions of this RFP may file a request to General Manager, CTO & Head- Projects & CRM at gm.itprojects.bcc@bankofbaroda.com. It may please be noted that the grievance can be filed by only that bidder who has participated in Procurement proceedings in accordance with the provisions of this RFP.

### **7.26 Provident Fund**

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



## 8. Disclaimer

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



**Annexure 01 - Bid - Table of Contents**  
**Eligibility Cum Technical Bid to contain the following**

Section #	Section Heading	Proforma Given
1	Covering letter certifying eligibility criteria compliance	<b>Bidder to provide</b>
2	Eligibility criteria compliance with bidder comments	<b>Annexure 02</b>
3	Credential letters / Purchase orders / Supporting documents	<b>Bidder to provide</b>
4	Application Money Demand Draft	<b>Bidder to provide</b>
5	Bid Security Letter	<b>Annexure 03</b>
6	Bid Security (Earnest Money Deposit) Or Bid Security Form (Earnest Money Deposit in the form of Bank Guarantee)	<b>Bidder to provide DD Or Annexure 04</b>
7	Undertaking Letter	<b>Annexure 05</b>
8	Conformity with Hard Copy	<b>Annexure 07</b>
9	Conformity Letter	<b>Annexure 08</b>
12	Executive Technical Summary	<b>Bidder to provide</b>
13	Copy of the tender document along with the addendum duly sealed and signed on all the pages of the document.	<b>Bidder to provide</b>
14	CD containing soft copy of the Annexures and the scanned copies of supporting documents.	<b>Bidder to provide</b>
15	Masked price bid (Please note that the masked price bid should be exact reflection of the commercial bid except that the masked price bid <b>should not contain any financial information</b> )	<b>Annexure 15</b>
16	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	<b>Bidder to provide</b>
17	A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank.	<b>Bidder to provide</b>

Authorized Signatory  
Name:



Designation:  
Bidders Corporate Name  
Address  
Email and Phone #  
Date:

**Commercial Bid envelope to contain the following**

<b>Section #</b>	<b>Section Heading</b>	<b>Proforma Given</b>
1	Covering letter on submission of Commercial Bid	<b>Bidder to provide</b>
2	Conformity with Hard Copy	<b>Annexure 07</b>
3	Commercial Bid	<b>Annexure 14</b>
4	CD containing soft copy of the commercial bids	<b>Bidder to provide</b>

Authorized Signatory  
Name:  
Designation:  
Bidders Corporate Name  
Address  
Email and Phone #  
Date:



**Annexure 02 – Eligibility Criteria Compliance**

**Eligibility Criteria Compliance for Implementation of UPI Solution to be directly met by the Bidder**

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
<b>A</b>	<b>General</b>		
1	Bidder must be a Government Organization / PSU / PSE / partnership firm / LLP or private / public limited company in India at least for the last 3 years.		Documentary Proof to be attached (Certificate of Incorporation)
2	Bidder should not be blacklisted / debarred by any Statutory or Regulatory Authorities in the past 1 year (Starting from 1 <sup>st</sup> April 2016)		Letter of confirmation from bidder.
3	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.		Letter of confirmation from bidder.
4	The Bidder to provide an undertaking on his letter head that all the technical features highlighted as part of Technical Scope are covered in totality in the proposal submitted by the bidder		Letter of confirmation from bidder
<b>B</b>	<b>Financial</b>		
S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
1	The Bidder should have registered a turnover of 5 Crores or above in each year during the last three completed		Audited Financial statements for the financial years 2014-15, 2015-16 and 2016-17*.



	financial years 2014-15, 2015-16 and 2016-17*. (Not inclusive of the turnover of associate companies)		Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.
2	Bidder must be net profit (after tax) making entity (from Indian operations only) continuously for the last three years, that is financial years – 2014-15, 2015-16 and 2016-17*		Audited Financial statements for the financial years 2014-15, 2015-16 and 2016-17*.  Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.
<b>C</b>	<b>Technical</b>		
1	Bidder should be an OSD for supply of licenses and solution implementation and maintenance support under warranty/AMC/ATS for the solution.		Letter of confirmation from the bidder
2	Bidder should have direct support offices with 24*7 support at Mumbai and Hyderabad. In case direct support offices of the bidder is not present in Hyderabad/Mumbai then an undertaking to be provided by the bidder stating that direct support would be provided by the bidder at Hyderabad/Mumbai.		Letter of confirmation from the bidder
<b>D</b>	<b>Experience &amp; Support</b>		
1	Bidder must have an experience of providing the UPI solution in India to any Commercial Bank in CAPEX Model is last 2 years		Copy of the order and / or Certificate of completion of the work. The bidder should also furnish user acceptance





			report.
2	Bidder must have experience of implementing UPI solution for at least 3 Commercial Banks in India where business is more than 2 lakh crores in financial year 2016-17		Copy of the order and / or Certificate of completion of the work.

\* If 2016-17 Financial Statements of any Bidder is unaudited then Bank would consider the Audited Financial Statements of 2013-14 along with an undertaking letter from the Bidder that the 2016-17 Statements are not audited

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

Authorized Signatory

Name:

Designation:

Bidders Corporate Name

Address

Email and Phone #



### Annexure 03 – Bid Security Letter

1. WHEREAS, .....(hereinafter referred to as “Vendor”) has submitted its proposal and response dated.....(hereinafter referred to as “Bid”) for ..... and all the requirements described in the Request for Proposal No. .... along with its amendments/annexures and other ancillary documents (hereinafter referred to as “RFP”) as issued by Bank of Baroda.
2. We ..... having our registered office at .....(hereinafter called the 'VENDOR') are offering security deposit of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) vide [demand draft / pay order / issued by a scheduled/Commercial bank] bearing No. \_\_\_\_\_ dated \_\_\_\_\_ [drawn on/ issued by] \_\_\_\_\_ (hereinafter referred to as “Bid Security”) favouring ‘Bank of Baroda for consideration of the Bid of the above mentioned Vendor.
3. The Vendor specifically acknowledges and agrees that the Vendor has furnished his Bid on the understanding and condition that, if the Vendor:
  - a) Withdraws its Bid during the period of Bid validity specified by the Vendor on the Tender Documents or
  - b) Having been notified of the acceptance of its Bid by Bank of Baroda during the period of validity: -
    - i. Fails or refuses to execute the contract form if required; or
    - ii. Fails or refuses to furnish the Security Deposit / Performance Guarantee, in accordance with the instruction to Vendors.

Bank of Baroda has the right to forfeit the entire Bid Security amount merely on the occurrence of one or more of the foregoing events without demur or a written demand or notice to the Vendor.
4. The Bid Security shall be returned to unsuccessful Vendors within thirty (30) days from the date of the award of contract to a successful Vendor. The Bid Security shall be returned to the successful Vendor upon furnishing of Performance Security in accordance with the instructions of the Vendor.
5. The Vendor undertakes that it will not cancel the Bid Security referred to above till the Vendor is returned the Bid Security from Bank of Baroda in accordance with the foregoing conditions.
6. The Vendor represents and warrants that the Vendor has obtained all necessary approvals, permissions and consents and has full power and authority to issue this Bid Security and perform its obligations hereunder, and the Vendor has taken all corporate, legal and other actions necessary or advisable to authorize the execution, delivery and performance of this Bid Security. The absence or deficiency of authority or power on the part of the Vendor to issue this Bid Security or any irregularity in exercise of such powers shall not affect the liability of the Vendor under this Bid Security.



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

Place: \_\_\_\_\_

Date: Seal and signature of the Vendor



## Annexure 04 – Bid Security Form

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

To

The General Manager  
CTO & Head- Projects & CRM  
Bank of Baroda, Baroda Sun Tower  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

WHEREAS \_\_\_\_\_ (hereinafter called “the Vendor”) has submitted its bid dated \_\_\_\_\_ (date of submission of bid) for providing \_\_\_\_\_ in response to Request for Proposal ( RFP ) No. \_\_\_\_\_ (hereinafter called “the Bid” ) issued by Bank of Baroda.

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

THE CONDITIONS of this obligation are:

1. If the Vendor withdraws its Bid during the period of bid validity specified by the Vendor on the Bid Form; or
2. If the Vendor, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity :
  - a) fails or refuses to execute the mutually agreed Contract Form if required; or
  - b) fails or refuses to furnish the Performance Security, in accordance with the Terms and Conditions of the Contract;

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

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



Notwithstanding any other term contained herein

- a) this guarantee shall be valid only up to \_\_\_\_\_ ( Insert Guarantee End Date ) whereupon it shall automatically expire irrespective of whether the original guarantee is returned to the Bank or not; and
- b) the total liability of Bank under this guarantee shall be limited to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).

Place:

SEAL

Code No.

SIGNATURE.

NOTE:

- 1. VENDOR SHOULD ENSURE THAT THE SEAL & CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG
- 2. STAMP PAPER IS REQUIRED FOR THE BG ISSUED BY THE BANKS LOCATED IN MUMBAI.



## Annexure 05 – Undertaking

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

To

The General Manager  
CTO & Head- Projects & CRM  
Bank of Baroda, Baroda Sun Tower  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

Sir,

### **Sub: RFP for Selection of Vendor for providing Unified Payment Interface(UPI) Solution**

1. Having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.
3. We agree to abide by this Tender Offer for 180 days from date of bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. a) We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".  
b) Commission or gratuities, if any paid or to be paid by us to agents relating to this Bid and to Contract execution, if we are awarded the Contract are listed below.
  - i. Name and Address of the Agent
  - ii. Amount and Currency in which Commission paid / payable
  - iii. Purpose of payment of Commission (If commission is not paid / not payable indicate the same here)
6. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
7. We certify that we have provided all the information requested by the bank in the



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

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidders Corporate Name

Address

Email and Phone #





### Annexure 06–Comments Format

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

Name of the Respondent:

Contact Person from Respondent in case of need.

Name :

Tel No:

e-Mail ID:

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

Authorized Signatory

Name:

Designation:

Bidders Corporate Name

Address

Email and Phone #

Date



**Annexure 07– Conformity with Hardcopy Letter**

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

To

The General Manager  
CTO & Head- Projects & CRM  
Bank of Baroda, Baroda Sun Tower  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

Sir,

**Sub: RFP for Selection of Vendor for providing Unified Payment Interface(UPI) Solution**

Further to our proposal dated ....., in response to the Request for Proposal (Bank’s tender No..... hereinafter referred to as “**RFP**”) issued by Bank of Baroda (“**Bank**”) we hereby covenant, warrant and confirm as follows:

The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal submitted by us, in all respects.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidders Corporate Name

Address

Email and Phone #



**Annexure 08– Conformity Letter**

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

To

The General Manager  
CTO & Head- Projects & CRM  
Bank of Baroda, Baroda Sun Tower  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

Sir,

**Sub: RFP for Selection of Vendor for providing Unified Payment Interface(UPI) Solution**

Further to our proposal dated ....., in response to the Request for Proposal (Bank’s tender No. ....hereinafter referred to as “RFP”) issued by Bank of Baroda (“Bank”) we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank’s decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidders Corporate Name

Address

Email and Phone #



**Annexure 09–Undertaking of Information Security**

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

To

The General Manager,  
Chief Technology Officer and  
Head – IT Projects and CRM  
Bank of Baroda, Baroda Sun Tower  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

Sir,

**Sub: Request for Proposal for Supply, Implementation and Maintenance of  
Unified Payment Interface(UPI) Solution**

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

Yours faithfully,

Authorized Signatory  
Name:  
Designation:  
Vendor's Corporate Name  
Address

Email and Phone #



## **Annexure 10 – Functional and Technical Requirements for UPI Solution**

### **Detailed Solution requirements/Scope**

1. Vendor/SI is required to develop a mobile app for Android, IOS and Windows operating systems, and integration with existing mobile banking system of the Bank and integration with National Payment Corporation of India (NPCI) system for UPI as per details provided by NPCI in their UPI-API and Technical Specification document version 1.4 released in December 2016 and any other document released/ will be released thereafter in this regard. Vendor/SI will also be responsible to maintain and provide operational support for UPI services during the contract period from the date of first release of the mobile app.
2. The architecture of the UPI solution should allow Bank's system to be easily integrated and the technology used should be easily adoptable and portable to the bank system.
3. Seamlessly migrate all the user registered for the Bank's existing UPI App.
4. Integrate UPI with our all Alternate delivery channels such as CBS (Finacle), Data Ware House, FI Server, CMS, Mobile Banking, Mobile Wallet, ATM switch, Internet Payment Gateway, Net Banking, Aadhar Pay etc.
5. Integrate of UPI application with Banks Analytics solution, Fraud management solution etc.
6. Merchant On-boarding portal, User Portal, Admin Portal, Customer Complaint module, Marketing Module (Email, SMS etc.) and other interface required to handle UPI transactions.
7. Separate applications and others supported application for our 3 RRB(Regional Rural Bank) to handle UPI transactions such as 3 way Reconciliation, Merchant On boarding portal, Admin Portal, Customer Complaint module etc. whatever application for Bank of Baroda.
8. The look and feel of the application should be finalized in consultation to the Bank. The branding is to be done using the color and logo of the Bank. Vendor has to change User Interface whenever required by bank. Additional features should also be developed as per bank requirement.
9. Option for Bulk user creation from Back end and providing Option in Application to retrieve password through SMS/E-mail of such user's.
10. VPA Management
  - a. Bulk VPA Creation – Ability to create Bulk VPA and associates Account
  - b. Customized and special VPA creation



11. Application should be enabled with send/receive notification through GCM (Google cloud Messaging) and SMS.
12. Support Multilingual Mobile application for all platform IOS, Window, android etc.
13. Provide App in Hindi, English and Regional Languages
14. To support banking product advertisement within the mobile application.
15. Monitoring and Maintenance of Crash report and solution for APK uploaded in Play and app store on regular basis.
16. Supports customer to set limit/capping on value and volume of fund transfer per day/week/month at application level.
17. Notification through an alert (SMS/E-Mail) for system down to administrator/technical team.
18. Supports customer to customize menus/icons, disable menus which he would not like to use as per his choice at the application Level
19. Auto upgrade –Provision of alert if new version of application is released. Based on type of criticality of new feature system should force mandatory update or allow to upgrade later.
20. Push / Notification Services and ability to push notifications for Merchant Discount Offers/Redemption of Coupons.
21. Geo-location based Push/Notification Services (Bidder to offer geo location based services as part of the offered solutions. Bank will share geo tagged locations of such sites with the successful bidder )
22. Security alert on Registered mobile number on the account of excessive activity in the account(Bank expects an alerts to be sent to customer, it can be either SMS or as push notification)
23. Application must provide the feature of alerts of receipt of payments and Facilities like reminder for payment, Reminders for bills, Snooze, request etc.
24. UPI Mobile Application should work on all versions released in last 4 years and the upcoming new versions, if any during the contract period of following OS like a) Windows b) Android c) IOS. UPI Mobile Application for all platforms should support following communication mode a) GPRS/ CDMA data connection on 2G/3G/4G/LTE b) Wi-Fi and the upcoming new communication modes, if any during the contract period.
25. UPI Mobile Application should support UPI functionalities as per NPCI specifications published on their website during the contract period from time to



- time
26. To enable additional facility such SDMC (Single Debit Multiple Credit), Mini Statement (Only BOB A/C), Online RD/FD, Aadhar seeding, Credit Card payments etc.
  27. The system architecture to support any future integration with UPI should also be feasible with or without major change. Necessary API and SDKs is required to be shared with the Bank.
  28. The UPI solution should have its own security features, so it does not process any request that comes from outside banking host system
  29. The solution should also include various audit trail report for transaction made using Unified Payment Interface (UPI) solution as and when requested by the Bank's internal / external auditor. The vendor is required to conduct code review from any prestigious external agency and submit report. The vendor is required to fill the gap found in the audit report without any cost to Bank before going live.
  30. The solution to be platform independent and scalable to support growth projections of the Bank during the contract period. Growth projections are as follows
    - a) Outward UPI Transactions (Remitter): 10 lakhs transactions/day
    - b) Inward UPI transactions ( Beneficiary ) : 10 lakhs transactions/day
  31. The solution to have the capability to process transactions at the speed of 500 TPS and may be scalable as per the Bank's growth during the contract period.
  32. Solution integrate with different interfaces using standard message protocols like ISO 8583, Web services, Biz Talk, MQ server, XML based protocols, APIs etc.
  33. The system should have provision to provide front end for capturing the outward UPI transactions with required AML checks and Maker checker concept.
  34. The bidder should have sound knowledge of UPI transaction flow, ISO 8583 and financial messaging structure and have the capability to implement the solution as per NPCI standards.
  35. UPI solution should show the current status of the system in display as below
    - a) Number of transaction processed from start to current
    - b) Transactions per second TPS
    - c) Number of success transaction
    - d) Number of status unknown transaction
    - e) Number of failed transaction with response code
    - f) Total running time in hours, minutes and seconds
    - g) Status of original and Verification requests for a given transaction





- h) Business decline transactions for the day/month/year
- i) Technical decline transactions for the day/month/year
- j) No of Reversal Processed (Debit & Credit)
- k) No of Registration Done for the day/month/year
- l) No of Transaction done my Other App and Bank's App
- m) Profiling , Simulation and Debugging of UPI Scenario in production by configuring at User Level and/or Service Level

36. Additional features of the UPI solution

- a) Enable / Disable on screen log
- b) Enable / Disable file log
- c) Enable / Disable database log
- d) Reset on screen log
- e) Quick screen log – should show all transaction messages on screen, should have at least 100 transaction record on screen with limited data with no compromise to security. Option to clear the on screen log should be available to wipe the data as and when required.
- f) File Log – All transaction has to be logged in to a flat file with a proper delimiter and in encrypted format.
- g) Database log – All transaction has to be logged in to database with all required data.
- h) Alert and Notification
  - Notification for System Exception - Connectivity Down , Services Down
  - Configurable Notification for Business Violation and transaction failure

37. The log setting should be changed through the configuration manager using a front-end. Any one log should always be available; no transaction should be performed without log. All logs data should be encrypted and stored, only through the front-end tool designed to view the log should be capable of displaying the data, no plain text should be stored in the log.

38. All administrative activities should be properly logged with proper audit trail

39. The audit logs should be capable of being used for forensic Evidence

40. Facility to set channel wise as well as transaction wise commission to be charged

41. Facility to create different user groups with different set of rights/permissions.

42. The portal support to work on maker and checker concept for any addition, deletion, modification request made by the authorized users.

43. Charges Management



- Managing different types of charges/commissions (switching charges, merchant/retail usage charges, PSP app charges,/Interchange Charges, cost Margin for MCC)

44. The administrative portal should have the capability but not limited to the following

- a) Blocking user's Mobile handset temporarily
- b) Blocking user mobile handset if lost or not in use
- c) Reset of Application PIN and MPIN
- d) Resending the download link
- e) Sending various type alerts for campaign of product features.
- f) Password management for administrative users
- g) Approving/registering and de-registering users

45. Complaint Management & Dispute Management

46. The solution to support API/Web services a standard structure allowing bank IT team to easily understand and integrate with bank system. The API Features

- a) Should have all methods that are required for bank front-end system.
- b) Should be XML based protocol for easy integration and cross platform support.
- c) Should have security mechanism inbuilt to the system to ensure unauthorized access to the system is prohibited.
- d) API/Web services module should have log mechanism to create file, database log to record all activity done through API.
- e) The log content should give enough information of a transaction, which includes type of transaction, amount, originated front-end type, IP Address, Device ID, User name, Mac ID etc which are all required at time of need.
- f) Should have encryption / decryption mechanism to accept data in encrypted format, should share the key to the bank for encryption.
- g) API/Web services should be part of the UPI solution and should be configurable in same server or different server of bank datacenter.
- h) Should be capable of handling high transaction volume without compromise to performance.
- i) The bidder is responsible for co-coordinating with the bank IT team for integration of the API with the bank front-end system.

**A. Basic Functionalities required :**

1. PSP profile creation
2. Registration for Bank Account (Own and Other Bank's Customers)



3. Deregistration from the UPI Application
4. OTP Generation and Regeneration
5. "Pay" (push) and "Collect" (pull) payments
6. Two factor authentication using mobile and second factor (PIN/Password)
7. The Unified Payments Solution should permit payments via web, and other applications through standard interface in addition mobile application
8. Generation of Virtual address through UPI App.(Virtual address is an alternative payment address. The customer should have flexibility to define his virtual address. For e.g.Sneha.singh etc.
9. Facility of payment using Mobile Number, Aadhar Number, Virtual Address, Account Number IFSC code &MMID.
- 10.Application should be able to use contact list for selecting beneficiary
- 11.Application must provide the feature of reminder /Notification of pending for authorizing the pull payments etc.
- 12.Application must provide the feature of alerts of receipt of payments.
- 13.Facility of one time Virtual Address generation.
- 14.Regular/recurring payment by one time instruction and there vocation of the instruction, if required.
- 15.Facility to send SMS alerts and e-mails to registered users.
- 16.Push / Notification Services
- 17.Ability to push notifications for Merchant Discount Offers/Redemption of Coupons
- 18.Bank's nearby service Outlet
- 19.Capability to process inward UPI messages smoothly
- 20.Monitoring: Dashboard for monitoring of Outgoing/ Incoming transaction with respective status
- 21.Forget & Reset PIN
- 22.Support for Visually Disabled People should be enabled in APP
- 23.Ability to pre-authorize multiple recurring payments similar to ECS (utilities, school fees, subscriptions, etc.) with a one-time secure authentication and rule based access.
- 24.Ability to use virtual addresses such as "limit to specific payees" (e.g., a virtual address that is whitelisted only for transactions from IRCTC) can help increase



security without sacrificing convenience. PSPs can allow their customers to create any number of virtual payment addresses and allow attaching various authorization rules to them.

### **B. Facility for Merchant:**

1. Separate application for merchant which enable merchants to do all activity such as single/bulk Pay/Collect transactions using various options like VPA/Biometric/QR code (Dynamic, Static, Bharat QR code), generate customise report, transition enquiry etc.
2. Merchant Management
  - a) Merchant On-boarding
  - b) Adding Merchant Association
  - c) MIS Reporting for a particular Merchant
3. Customise API / SDK and other integration support to provide following facility to merchant -
  - a) Web Collect / Web QR facility
  - b) App intent facility
  - c) Integration for generation of Dynamic QR for collecting payment
  - d) Payment of Bill through the Dynamic QR printed in the Bill (either Physical or send through email)
  - e) Bulk Collect Request processing and monitoring
  - f) Generation of Dynamic QR through handhold device
  - g) Static QR generation for shops /offices with agent option and well defined hierarchy
  - h) Dynamic QR/VPA collect facility for COD option
  - i) Centralise Collect facility
  - j) UPI solution for POS/ MPOS
  - k) Integration with the chat platform where SDKs (Software developer kits) and APIs are provided by the Bank and UI is designed by the chat platform.
4. All possible solutions for all type of Merchants such as Web Base (API), Mobile Base (SDK), offline mode (QR Code and others) for merchant who are using separate accounting application like Shopping Mall, Offline collections etc.
5. UPI APP/module may be embedded in other (merchant) apps by giving the binary/SDK to the merchant to integrate into their apps.
6. Integrate UPI with Bill desk and other aggregator requested by Bank.

### **C. Reconciliation and Settlement**

1. The proposed solution to provide a reconciliation module for carrying out



reconciliation between Bank CBS, UPI module, NPCI transaction reports and generate a complete list of transactions with status. The list should provide a complete detail of total number of transaction, transaction with unknown status, transaction that is failed, and timeout along with response codes. As a day-to-day process, the reconciliation processes should recon the data and generate the net settlement amount that has to be paid to/by the bank. The proposed solution to provide an interface to upload the raw data files from NPCI to get uploaded to the UPI reconciliation system. All raw files that are provided by NPCI, CBS and alternate delivery channels has to be uploaded through this system only.

2. Logs should be compared with actual data and also be compared with the NPCI log; this will ensure the integrity of the data. Status of the transaction should be clearly maintained with code and description. Change of status for a transaction should happen only through double verification process, verification process should be through an interface with access credentials.

#### **D. Management Information System:**

1. The solution is responsible for providing the complete reports/Dashboard/Customise Analytical Reports pertaining to UPI this includes the risk management reports, various analysis reports in data as well as graph representation should be available. All data should be real time, and data till current time should be available.
2. The MIS should provide following basis reports.
  - a) Transaction summary
  - b) Transaction detail
  - c) Channel wise sales (Net-banking, SMS, Mobile, NUUP, Branches, ATM, USSD and Other mode of payments etc.)
  - d) Report pertaining to inward transaction
  - e) Report pertaining to outward transaction
  - f) Bank wise remitted transaction
  - g) Meta API transaction (Non-Financial)
  - h) Dash Board for Daily reconciliation, NPCI Report (NTSL)
3. Separate daily Dash Board report for performance monitoring and report for Installation and un- Installation of application.
4. All these reports should work with any date range given, the above are some of the basic reports, the bidder has to suggest and provide various other transaction monitoring system.
5. With respect to risk, following are the reports that are mandatory



- a) One to many transaction
- b) Many to one transaction
- c) Suspicious transaction report based on different parameter set by the Bank like velocity, geographical location, locality etc.
- d) Remittance pattern of any given customer.

**E. User Acceptance Testing:**

1. The bidder should assign a dedicated team for UAT with UPI.
2. UAT has to be done at bank premise from where the infrastructure is available; it can be either at Datacenter location of the bank or the banks IT development location.
3. The bidder team should request for all necessary infrastructure two weeks in advance to the bank, so as to give bank required time to create the infrastructure.
4. Customization of the application software, if required has to be done by the bidder at no additional cost to the Bank based on the UAT observations and NPCI guidelines.
5. Share the project plan and accordingly the team should work to complete the UAT on time.
6. The team should report daily status to the bank IT head or the person responsible for the rollout at bank end.
7. Any deviation in the scheduled UAT plan has to be immediately communicated to the bank.
8. If required the team has to work on Saturday's and other non-working days to complete the task for the benefit of bank and quicker rollout.
9. Bidder team should co-ordinate with the bank IT team whenever required for any input from the bank in regard to UAT, bank will designate resources from IT team for the same.
10. Bidder team is responsible for preparing message dumps, logs, error-codes which are required from UPI and bank team.
11. Team is responsible for two rounds of comfort test and final UAT and sign-off from UPI UAT team.

**Functional Parameters for Evaluation:** Functional scoring will done on following criteria as part of Functional evaluation.

Sr. No.	Requirement	Mandatory/Desired	RA	CU	UA	Remarks
1	Experience of the Vendor related to • Implementation of	Mandatory				



	<p>IOS version</p> <ul style="list-style-type: none"><li>• Implementation of Reconciliation module</li><li>• Implementation of Admin Module</li><li>• Implementation of Merchant Onboarding Module</li><li>• Implementation of Complaint Module</li><li>• Implementation of Bill Payment / Recharge facility</li><li>• Bulk Collection / Payment facility</li><li>• Single Debit / Multiple Credit facility</li><li>• Multilingual App</li><li>• Self-onboarding of Merchant</li><li>• Recurring payment facility</li><li>• App intent facility</li><li>• Schedule Payment / Payment reminder facility</li></ul>					
2	<p>Experience of the vendor related to following type of Merchant integration –</p> <ul style="list-style-type: none"><li>• Offline Merchant Integration</li><li>• Online Merchant Integration</li><li>• Integration with the E-commerce portal</li><li>• Deep integration with Merchant / Wallet Mobile App</li><li>• Integration with the chat platform</li><li>• Integration with the</li></ul>	Mandatory				





	Bank's Mobile Banking Service <ul style="list-style-type: none"><li>• Integration with POS/MPOS</li><li>• Integration for providing POD facility using QR code</li></ul>					
3	Number of the transaction handled by the App in June month – <ul style="list-style-type: none"><li>• Payer PSP</li><li>• Payee PSP</li></ul>	Mandatory				
4	Number of App downloaded	Mandatory				
5	Experience to provided dedicated support team for merchant onboarding and handholding	Mandatory				
6	Experience to implemented Promo/Referral facility in the UPI App	Mandatory				
7	Experience related to Merchant integration for following type of transactions – <ul style="list-style-type: none"><li>• P2B transaction</li><li>• B2B transaction</li><li>• P2G transaction</li></ul>	Mandatory				
8	Marks on seamless operations, UI and the functionalities provided in the App	Mandatory				



Scoring methodology for functional parameters:

Feature Status	Short form	Remarks
Readily Available	RA	The feature is already supported and included in the out-of-the-box solution <b>(3 Marks shall be)</b>
Customization	CU	Can be developed / customized and delivered along with the Solution, prior to implementation at no extra cost. <b>(1 Mark shall be allotted)</b>
Not supported / Unavailable	UA	This capability is neither supported nor available with this Solution. <b>(No Mark shall be allotted)</b>

**Requirement weightage:** All the features have been divided into “Mandatory” or “Desired”:

- **Mandatory:** All *Mandatory* items carry a weightage of 2 points
- **Desired:** All *Desired* items carry a weightage of 1 point

Overall score in the technical scoring sheet is calculated as follows:

**Total functional score =  $\Sigma$  (Parameter wise Functional score<sub>i</sub> \* Requirement weightage<sub>i</sub>)**

**Technical Parameters for Evaluation:** Technical scoring will done on following criteria as part of Technical evaluation.

Sr No	Requirements	RA	CU	UA	Comments/Remarks
<b>A</b>	<b>Application Architecture</b>				
1	The architecture should support all banking delivery channels (current & future)				
2	The architecture should support online real time updation between the application & database				
3	Integrity of the data should be maintained between the application & database.				
4	The architecture should have the ability to increase the number of concurrent instances to keep the application server parameters below 70% utilization (CPU, Memory, Hard disk, etc.)				
5	Application/Solution is platform agnostic – not dependent on a particular hardware				



	setup				
6	Application/Solution is capable and being offered in such a manner that includes installation either as a single instance or multi instance depending on Bank's requirements				
7	Capable of being implemented on a Centralized, localised and / or a hub and spoke model implementation				
8	Workflow based design for various applications and transaction originations & management				
9	Supports real time replication of data from production site to DR site and permit manual and automatic shift of the application to the DR site				
10	Application/Solution architecture has the capability to be configured in active-active mode				
11	Application supports database and OS level clustering				
<b>B</b>	<b>Database Requirements</b>				
1	Ability to support for pooling multiple database connections when the load on the application increases				
2	Ability of the database to support clustering. i. Indicate the number of clusters that can be configured.				
3	Ability of the database to support central storage of data with multiple instances of the database				
4	The Database architecture should have the ability to increase the number of concurrent instances to keep the database server parameters below 70% utilization (CPU, Memory, Hard disk, etc.)				
5	Ability to support online replication between DC & DR(s).				



6	Ability to implement SAN's for data storage in the architecture				
<b>C</b>	<b>Hardware and Operating system</b>				
1	The Operating system should support IP V6				
2	Hardware parameters (like CPU, Memory, hard disk, NIC, etc.) should not cross the 70% utilization levels at any point in time.				
3	Should be able to support different protocols (TCP/IP, IPX, etc.)				
4	Adequate staging procedures and test environments for staging should be supported				
5	Test environments should be exactly similar to production environment				
6	Hardware equipment should be scalable to support increased requirements of the Bank				
7	Solution/Application should be supported on more than one OS( OS on x86 platform & unix flavours like unix, AIX, Sun solaris)				
8	Load/Stress/Performance reports are available for prescribed combination of OS, DB, Middleware& etc.				
<b>D</b>	<b>Availability Parameters</b>				
1	The solution should be available 24*7				
2	Automatic notification/reporting of application unavailability through mails,SMSs,etc..				
<b>E</b>	<b>Security / Data Integrity</b>				
1	Integrity of data to be maintained at 100% of time				
2	Encryption to be used for data traveling between core banking solution and delivery channels. i. Mention the encryption used in the Application/Solution.				
3	Standards & Guidelines should be developed, implemented and followed for				



	all IT assets				
4	Data Integrity should be ensured using internationally accepted hashing algorithms such as MD5				
5	System security is password controlled (for operating system, database, application and terminal id) which complies with the Bank's security policy (e.g. minimum password length, no. of attempts for logout, recycle of passwords etc.).				
i	sensitive data such as passwords and authentication credentials shall not be logged in transaction or system activity files				
ii	The maximum data length for logging is pre-determined				
iii	Successful and unsuccessful authentication attempts are logged				
iv	Successful and unsuccessful authorization events are logged				
6	An authenticated session, together with its encryption protocol, should remain intact throughout the interaction with the customer. In the event of interference, the Developer will ensure controls are in place to terminate the session and reverse out the affected transactions. As an integral part of the two-factor authentication architecture, appropriate measures to minimize exposure to a middleman attack which is more commonly known as a man-in-the-middle attack (MITMA), man-in-the browser attack or man-in-the application attack, are implemented.				
i	Sensitive information that is passed in the cookies is encrypted.				
ii	The session identifier shall be random and unique.				
iii	The session shall expire after a pre-defined length of time.				



7	The Service Provider shall create adequate controls ensuring that, when exception or abnormal conditions occur, resulting errors do not allow users to bypass security checks or obtain core dumps				
8	The Service Provider shall only install or use cryptographic modules based on authoritative standards and reputable protocols (Please refer to the Customer's Cryptographic Key Management Guidelines). The Service Provider shall implement strong cryptography and end-to-end application layer encryption to protect customer PINs, user passwords and other sensitive data in networks and storage. The Service Provider shall implement or support encryption when client account and transaction data is transmitted, transported, delivered or couriered to external parties or other locations.				
9	Security framework is supported in terms of authentication, multi-level authorization, auto log-off, password control, single sign-on audit				
10	System allows administrators to implement access management in a granular manner				
11	System provides comprehensive audit trail features to monitor activity of specific programs and data files etc. The system should also provide on-line access to audit trail information.				
12	Time/date stamp, user ID, & before and after changes				
13	Activities executed by the Application system administrator				
14	Segregation of duties is permitted (e.g. segregated function between system and application administration)				
15	Ability to define groups so that access can be categorized				



F	Interfaces				
1	The system should be able to interface with the core banking system online and seamlessly.				
2	All modules in the system are fully integrated and provide online processing, real time updates and batch processing				
3	Solution is capable of being interfaced with any existing or future back office system / CBS system of the Bank				
4	Solution is capable of being interfaced with multiple back offices simultaneously				
5	Provision for an interface with the core banking solution, treasury solution, cash management systems, payment processing systems, online channel, front-end customer portals, etc.				
6	Provide support to SWIFT, XML, CSV, TXT, etc. standard messaging protocols for interfacing.				
7	The system should have the ability to rollback a transaction to a particular stage and restart, if required.				
8	Provide ability to define business rules for validation and translation of incoming messages				
9	Ability to interface with email server. The system should support LDAP.				
10	What interface protocols are supported?				
11	Availability of application interface APIs on Unix and Windows platforms				
12	Security features and consideration for the interfaces. Does system cater for end-to-end encryption?				
13	Interface able to handle exceptions (e.g. will output to log files, retries) when unsuccessful. Able to handle continual processing or gracefully terminated.				
14	What are the standards supported by the solution for interfaces? Review both on-				





	line and batch interfaces in detail				
15	Starting & stopping the services through the admin portal.				
<b>G</b>	<b>Web Server</b>				
1	The application should have the ability to support Apache, Netscape enterprise, Commerce server, Microsoft IIS, etc. as web servers				
2	Should be able to install on UNIX flavors of Operating systems.				
3	The web server should scale to future bank requirements				
<b>H</b>	<b>Application Server</b>				
1	The application should be able to support HTML, DHTML, etc. (Markup language)				
2	Client side scripting/ programming languages like Java scripts, VB scripts, Java Applets, ActiveX, etc. should be supported				
3	The application should support the application layer technologies like Java, C++, Netscape server application process interface, Internet server application process interface, etc. should be supported				
4	Database Connectivity support should at a minimum be ODBC, JDBC, etc.				
5	Queuing system for prioritizing messages to external applications. The system should ensure the commit of the message.				
6	Provide support for store-and-forward mechanism in case of a communication breakdown				
7	Support standard queuing engines (IBM MQ, MSMQ, etc.)				
<b>I</b>	<b>Audit Trail</b>				
	Does the system provides comprehensive audit trail features such as:				



1	Daily activities log are merged into the history log files				
2	Date, time and user-stamped transaction list are generated for different transactions				
3	Do transaction screens display system information including Processing Date, Current Time, Current User				
4	Daily activity reports are provided to highlight all the transactions being processed during the day				
5	Support for recording of Unsuccessful attempts to log-in to the system				
6	System to provide session log files. The user should be able to analyze the information (e.g., account id, session time etc.)				
7	System should provide tracking of the client's IP & Network Interface address				
<b>J</b>	<b>Reporting</b>				
1	Provide a full set of operational and audit trail reports for each of the modules.				
2	Periodical reports to appropriate authorities can be generated. The frequency and content of the reports can be determined by the bank user.				
3	Generation / transmission of email alerts / advices at various stages of the transaction				
4	Support for online access of reports				
5	Ensure complete log of all successful/unsuccessful events/accesses to the system/database by users, resources used and actions performed (including recording all changed values where applicable)				
6	Automatic report generation capability				
7	Pre-built query feature for non-programmers				
<b>K</b>	<b>Archival, Purging and Restoration</b>				



1	Application should be capable to archive and retrieval of history transaction.				
2	Application/Solution should be capable to purge data.				
3	Integrity of data during archival & purging				

Scoring pattern for Technical parameters:

Feature Status	Short form	Remarks
Readily Available	RA	The feature is already supported and included in the Solution <b>(3 Marks shall be allotted)</b>
Customization	CU	Can be developed / customized and delivered along with the Solution, prior to implementation at no extra cost. <b>(1 Mark shall be allotted)</b>
Not supported / Unavailable	UA	This feature is neither supported nor available with this Solution. <b>(No Mark shall be allotted)</b>

**Please Note** – During Demonstration if any of the required features are not demonstrated but the same feature has been mentioned as “Readily Available (RA)” as part of Technical Scoring Sheet then the same shall be changed to “No Marks (Not Supported / Unavailable)” in the Functional and Technical Scoring Sheet.



### Annexure 11 - Service Level Definitions for Implementation of UPI Solution

The Vendor understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same, for the tenure of Contract under this RFP. The Vendor therefore agrees and undertake that an exit resulting due to expiry or termination of Contract under this RFP or for any reason whatsoever would be a slow process over a period of six (6) months, after the completion of the notice period, and only after completion of the Vendors obligations under a reverse transition mechanism. During this period of Reverse Transition, the Vendor shall continue to provide the Deliverables and the Services in accordance with the contract under this RFP and shall maintain the agreed Service levels. The Bank shall make payment for these services as per terms.

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

- Any fault/ issue/ defect failure intimated by Bank through any mode of communication like call/e-mail/fax etc. are to be acted upon, so as to adhere to the service levels. Business/ Service Downtime and Deterioration shall be the key considerations for determining “Penalties” that would be levied on the Successful Vendor.
- The Vendor should have 24X7 monitoring, escalation and resolution infrastructure.
- Time bound problem addressing team (onsite/offsite) for the complete contract period.
- Vendor to arrange for updation required in the system to meet the changes suggested by RBI/ Govt. of India/ regulatory authorities towards compliance as part of ATS at no extra cost to bank for the entire contract period. Any delay in meeting the timelines would result in penalty.

Vendor will have to guarantee a minimum uptime of 99.5%, calculated on a monthly basis. Application (As a whole / any module of the application) availability will be 99.5% on 24x7x365. The penalty will be calculated as per the details given below.

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

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

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

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

Uptime Percentage	Penalty Details
A >= 99.5%	No Penalty
99.5% =< A <99%	2% of cost of monthly ATS charges



Uptime Percentage	Penalty Details
99% =< A <= 98.5%	5% of cost of monthly ATS charges
A < 98.5%	Penalty at an incremental rate of 1% (in addition to a base of 5%) of cost of monthly ATS charges for every 0.1% lower than the stipulated uptime

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

**Availability Service Level Default**

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

Bidder shall determine the severity levels based on the criteria mentioned below:

Severity Level	Number of users impacted	Effective Downtime
Severity 1	Any problem where > 20% of the users of the application are affected	100%
Severity 2	Any problem <= 20% of the users and > 10% of the users of the applications are affected	90%
Severity 3	Any problem where <= 10% of the users of the applications are affected	80%

**SLA Penalty Calculation:**

E.g. - There is an incident which occurs under the Severity Level 2 for which the downtime is for 5 hours in a month. Therefore the effective downtime for the month would be:

5 hours x 90% = 4.5 hours

Therefore, the downtime of 4.5 hours would be considered due to this incident while computing the availability of the application.



**Annexure 12– Performance Guarantee**

**BANK GUARANTEE**

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To

The General Manager  
CTO & Head- Projects & CRM  
Bank of Baroda, Baroda Sun Tower  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

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

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

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

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

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



1. We ..... do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs. ....-(Rupees ..... only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the Vendor of any of the terms and conditions contained in the PO and RFP and in the event of the Vendor committing default or defaults in carrying out any of the work or discharging any obligation under the PO or RFP document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs...../- .(Rupees..... only) as may be claimed by you on account of breach on the part of the Vendor of their obligations or default in terms of the PO and RFP.
2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the vendor has committed any such breach/ default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by Bank of Baroda shall be conclusive as regards the amount due and payable by us to you.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the Vendor after expiry of the relative guarantee period provided always that the guarantee shall in no event remain in force after .....(date) without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. You will have the fullest liberty without our consent and without affecting our liabilities under this Bank Guarantee from time to time to vary any of the terms and conditions of the PO and RFP or extend the time of performance of the contract or to postpone for any time or from time to time any of your rights or powers against the vendor and either to enforce or forbear to enforce any of the terms and conditions of the said PO and RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the vendor or any other forbearance, act or omission on your part or any indulgence by you to the vendor or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. ....-( Rupees..... only) as aforesaid or extend the period





of the guarantee beyond the said ..... (date) unless expressly agreed to by us in writing.

5. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the vendor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the vendor.
6. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the vendor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
7. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the vendor from time to time arising out of or in relation to the PO and RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
8. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
9. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to you by us (whether jointly with others or alone) and now existing uncanceled and this Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
10. The Bank Guarantee shall not be affected by any change in the constitution of the vendor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will enure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
11. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the vendor in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments somade by us shall be a valid discharge of our liability for payment here under and the vendor shall have no claim against us for making such payment.
13. Notwithstanding anything contained herein above;
  - a) our liability under this Guarantee shall not exceed Rs. ..../- (Rupees .....only)
  - b) this Bank Guarantee shall be valid and remain in force upto and including the date ..... and



c) we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.

14. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

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

For and on behalf of

Branch Manager

Seal and Address



Annexure 13 - Bank Guarantee for early release of retention money

**BANK GUARANTEE**

(FORMAT OF BANK GUARANTEE)

To

The General Manager  
CTO & Head- Projects & CRM  
Bank of Baroda  
Baroda Sun Tower  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

Dear Sir,

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

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

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

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

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



demand shall be conclusive evidence to us that such amount is payable by us under the said contract and shall be binding in all respects on the Guarantor.

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

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

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

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

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

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

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

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

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

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

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

c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ (three months after the date of expiry of the warranty).

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



Dated this ..... day of..... 201 at .....

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

Authorised Signatory ..... in favour of the Bank

Designation .....



**Annexure 14 – Commercial Bid Format**

SL.No.	Items	OTC (One Time Cost)	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	GST Percentage/Amount	TOTAL
			AMT	AMT	AMT	AMT	AMT	AMT	AMT
a.	Enterprise License* Cost	0.00	X	X	X	X	X	0.00	0.00
b.	Implementation Cost#	0.00	X	X	X	X	X	0.00	0.00
c.	ATS (Annual Technical Support)	X	0.00	0.00	0.00	0.00	0.00	0.00	0.00
d.	Onsite Support Charges	X	0.00	0.00	0.00	0.00	0.00	0.00	0.00
e.	Any Other Charges **	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Optional Item***</b>									
1.	Appliances Cost	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2.	Hardware Cost (3Yr. Warranty+2 Yr. AMC)	0.00	X	X	X	0.00	0.00	0.00	0.00
<b>Total Cost of Ownership (TCO)</b>									<b>0.00</b>

**Note:**

- a) For each of the above items provided the vendor is required to provide the cost for every line item where the vendor has considered the cost in BOM.
- b) The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge. Vendor should make no changes to the quantity.
- c) If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- d) All Deliverables to be supplied as per RFP requirements provided in the tender
- e) The Service Charges need to include all services and other



- requirement as mentioned in the RFP
- f) The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations however for the purpose of calculation Bank will take the corrected figures / cost
  - g) All prices to be in Indian Rupee (INR) only
  - h) Prices quoted by the Vendor should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals. The Vendor is expected to provide the GST amount and GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
  - i) All items should be as per technical specifications mentioned in Annexure 10
  - j) \* Enterprise License would mean - Unlimited Client License for Bank Branches in India & International territories, present & future subsidiaries and associates both domestic & international and present & future RRBs
  - k) # Implementation cost will include implementing of the new solution as well as migration from the existing solution.
  - l) \*\* Details to be provided for any commercial provided against “Any Other Charges”.

***Optional Item\*\*\****

- m) Appliances cost will include middleware cost, third party software cost, OS cluster cost, DB cost & OS cost required for the solution.
- n) Hardware cost for the solution to be provided by the bidder with 3 year warranty and 2 year AMC. However bank has discretion to avail the services as indicated in the optional line items.
- o) Bidder is expected to provide detail bill of material along with the commercial proposal for the proposed hardware and appliances.

Onsite Support for the solution should be 24x7 and charges are required to be provided based on the manpower efforts as per 3 shifts per day. The Bank has discretion to avail onsite support services and number of support engineers at person day cost given. However , for the TCO purpose 3 person day (3 shift x 1 person) x 365 for each year will be considered

Authorized Signatory

Name:

Designation:

Bidders Corporate Name





**Annexure 15– Masked Commercial Bid Format**

SL.No.	Items	OTC (One Time Cost )	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	GST Percentage/Amount	TOTAL
			AMT	AMT	AMT	AMT	AMT	AMT	AMT
a.	Enterprise License* Cost	0.00	X	X	X	X	X	0.00	0.00
b.	Implementation Cost#	0.00	X	X	X	X	X	0.00	0.00
c.	ATS (Annual Technical Support)	X	0.00	0.00	0.00	0.00	0.00	0.00	0.00
d.	Onsite Support Charges	X	0.00	0.00	0.00	0.00	0.00	0.00	0.00
e.	Any Other Charges **	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Optional Item***</b>									
3.	Appliances Cost	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4.	Hardware Cost (3Yr. Warranty+2 Yr. AMC)	0.00	X	X	X	0.00	0.00	0.00	0.00
<b>Total Cost of Ownership (TCO)</b>									<b>0.00</b>

**Note:**

- a) For each of the above items provided the vendor is required to provide the cost for every line item where the vendor has considered the cost in BOM.
- b) The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge. Vendor should make no changes to the quantity.
- c) If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- d) All Deliverables to be supplied as per RFP requirements provided in the tender
- e) The Service Charges need to include all services and other



- requirement as mentioned in the RFP
- f) The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations however for the purpose of calculation Bank will take the corrected figures / cost
  - g) All prices to be in Indian Rupee (INR) only
  - h) Prices quoted by the Vendor should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals. The Vendor is expected to provide the GST amount and GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
  - i) All items should be as per technical specifications mentioned in Annexure 10
  - j) \* Enterprise License would mean - Unlimited Client License for Bank Branches in India & International territories, present & future subsidiaries and associates both domestic & international and present & future RRBs
  - k) # Implementation cost will include implementing of the new solution as well as migration from the existing solution.
  - l) \*\* Details to be provided for any commercial provided against “Any Other Charges”.

***Optional Item \*\*\****

- m) Appliances cost will include middleware cost, third party software cost, OS cluster cost, DB cost & OS cost required for the solution.
- n) Hardware cost for the solution to be provided by the bidder with 3 year warranty and 2 year AMC. However bank has discretion to avail the services as indicated in the optional line items.
- o) Bidder is expected to provide detail bill of material along with the commercial proposal for the proposed hardware and appliances.

Onsite Support for the solution should be 24x7 and charges are required to be provided based on the manpower efforts as per 3 shifts per day. The Bank has discretion to avail onsite support services and number of support engineers at person day cost given. However , for the TCO purpose 3 person day (3 shift x 1 person) x 365 for each year will be considered



Authorized Signatory

Name:

Designation:

Bidders Corporate Name