



Bank of Baroda

Request for Proposal:

RFP Document for Procurement, Implementation and Maintenance of E-LOANS Platform for Straight Through Origination and Processing of Loan Applications

4th September 2017

RFP Reference: BCC: FINTECH/109/80

RFP Document for Procurement, Implementation and Maintenance of E-LOANS Platform for Straight Through Origination and Processing of Loan applications



[A] Important Dates, Application & Bid Security/Earnest Money and RFP Co-ordinator details:

S.N.	Particulars	Timeline
1	Issuance Date (Date of RFP Issuance)	4 th September 2017
2	Last Date for Clarifications (Last Date of Receiving Clarifications Before the Pre-bid Meeting)	5:00 PM on 13 th September 2017
3	Pre-bid Meeting Date	3:00 PM on 15 th September 2017 at Bank of Baroda, Baroda Sun Tower, Bandra Kurla Complex, Mumbai 400 051.
4	Last Date of Submission/Closing Date (Last Date of Submission of RFP Response)	3:00 PM on 27 th September 2017 at Bank of Baroda, Baroda Sun Tower, Bandra Kurla Complex, Mumbai 400 051.
5	Technical Bid Opening Date	3:30 PM on 27 th September 2017 at Bank of Baroda, Baroda Sun Tower, Bandra Kurla Complex, Mumbai 400 051.
6	Commercial Bid Opening Date	The commercial bids of only those Bidders who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible Bidders.
7	Application Money	Rs.50,000/- (Rupees Fifty Thousand only)
8	Bid Security/Earnest Money Deposit (EMD)	Rs.20,00,000/- (Rupees Twenty Lacs only)
9	RFP Co-ordinator	Mr. G.V. Parameswaran, Programme Manager, Fintech & New Business Initiatives Department Postal Address:- Bank of Baroda Fintech & New Business Initiatives Dept., Baroda Sun Tower, Ground floor, C-34, G-Block, Bandra Kurla Complex, Mumbai 400 051. Tel :- 022-67592882 Email :- fintech.bcc@bankofbaroda.com



[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank, BOB means 'Bank of Baroda'
2. Recipient, Respondent and Bidder means the respondent to the RFP document
3. RFP means the Request For Proposal document
4. Bid means RFP response documents prepared by the Bidder and submitted to Bank of Baroda

Confidentiality:

This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Bank of Baroda expects the Bidders or any person acting on behalf of the Bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. The Bidders will be held responsible for any misuse of 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.

[C] Timelines for Project Implementation:

Purchase Order Issuance Date	T
Delivery and Acceptance of Business Requirements Document (BRD) and Software Requirement Specifications (SRS),	T+30 CD
Phase 1 Development Completion	T+80 CD
Phase 1 User Acceptance Testing (UAT) Completion	T+90 CD
Phase 1 GO LIVE	T+110 CD
Phase 2 Development Completion	T+140 CD
Phase 2 UAT Completion	T+150 CD
Phase 2 GO LIVE	T+160 CD
Maintenance and Support	T+1825 CD

CD = Calendar Days

[D] The project shall be implemented in phased manner as under:

Phase 1	Phase 1 will consist of online unsecured Personal Loan (PL) and Business Loan (BL). This comprises 'Base platform setup' including 'tablet/mobile application' for internal users for loan origination and processing and related 'Integration & Digital Operations'.
Phase 2	Phase 2 shall encompass loans through channel partners (e.g. POS/Dealer/aggregators etc.), which requires deeper external integrations for products like Consumer Durables Loans, Education Loans etc.



Table of Contents

1.	Introduction.....	7
1.1	Introduction and Disclaimer	7
1.2	Information Provided	7
1.3	For Respondent Only	7
1.4	Confidentiality	7
1.5	Disclaimer.....	7
1.6	Costs Borne by Respondents.....	8
1.7	No Legal Relationship	8
1.8	Recipient Obligation to Inform Itself.....	8
1.9	Evaluation of Offers	8
1.10	Errors and Omissions	8
1.11	Standards	8
1.12	Acceptance of Terms.....	8
2.	RFP Response terms	9
2.1	Lodgement of RFP Response	9
2.2	Registration of RFP Response	9
2.3	Late RFP Policy.....	9
2.4	RFP Validity period.....	9
2.5	Requests for Information	9
2.6	Notification.....	10
2.7	Disqualification	10
2.8	Language of Bid	10
2.9	Formats of Bids	10
2.10	Timeframe	11
2.11	RFP Response Submission Details.....	11
2.12	Important points to be noted:.....	13
2.13	Bid Security/Earnest Money Deposit (EMD).....	14
2.14	Commercial Bid	15
3.	Functional requirements.....	15
3.1	E-LOANS platform: Project Scope.....	15
3.2	The Bidder shall also provide:	18
3.3	Functional Requirement for E-LOANS platform - Base Platform Setup.....	19
3.4	Functional Requirement for E-LOANS platform – Integration and Digital Operations	27
3.5	Implementation:	32
3.6	Implementation - Other activities:	32



4.	Bid Evaluation Process	35
4.1	Eligibility Bid	36
4.2	Evaluation Methodology for Eligible Bidder	36
5.	Terms and conditions	46
5.1	General Terms.....	46
5.2	Rules for Responding to this RFP	46
5.3	Commercial/Price Bids	48
5.4	Price Comparisons	49
5.5	Bid Security and Performance Guarantee	49
5.6	Others.....	50
5.7	Other RFP Requirements	53
5.8	Terms of Reference.....	55
6.	General Terms and Conditions	57
6.1	Dispute Resolution	57
6.2	Governing Laws.....	58
6.3	Notices and other Communication.....	58
6.4	Force Majeure	58
6.5	Assignment.....	59
6.6	Waiver	59
6.7	Confidentiality.....	59
6.8	Termination.....	63
6.9	Publicity	64
6.10	Solicitation of Employees	64
6.11	Inspection of Records.....	64
6.12	Visitorial Rights.....	64
6.13	Compliance with Laws.....	64
6.14	Indemnity.....	65
6.15	Corrupt and Fraudulent Practices.....	66
6.16	Violation of Terms.....	67
6.17	Transportation and Insurance.....	67
6.18	Authorized Signatory	67
6.19	Service Level Agreement and Non Disclosure Agreement.....	67
6.20	Right to Reject Bids	67
6.21	Limitation of Liability	68
6.22	Ownership, Grant and delivery	68
6.23	Escrow Mechanism	70



6.24	Regulatory Requirements	70
6.25	Grievance Redressal	70
7.	Disclaimer.....	71
	BID - TABLE OF CONTENTS	72
Annexure 02.....		74
	ELIGIBILITY CRITERIA COMPLIANCE	74
Annexure 03.....		78
	BID SECURITY/ EARNEST MONEY DEPOSIT (EMD) LETTER.....	78
Annexure 04.....		79
	BANK GUARANTEE (BG) IN LIEU OF BID SECURITY/ EARNEST MONEY DEPOSIT (EMD)	79
Annexure 05.....		81
	GENERAL UNDERTAKING	81
Annexure 06.....		83
	CONFORMITY LETTER WITH HARDCOPY	83
Annexure 07.....		84
	CONFORMITY LETTER.....	84
Annexure 08.....		85
	LETTER OF UNDERTAKING FROM OSD / OEM	85
Annexure 09.....		86
	UNDERTAKING OF INFORMATION SECURITY	86
Annexure 10.....		87
	MASKED COMMERCIAL BID	87
Annexure 11.....		88
	INTEGRITY PACT	88
Annexure 12.....		93
	COMMERCIAL BID FORMAT	93
Annexure 13.....		94
	COMMENTS FORMAT.....	94
Annexure 14.....		95
	SERVICE LEVELS	95
Annexure 15.....		97
	PERFORMANCE BANK GUARANTEE.....	97
Annexure 16.....		100
	TECHNICAL REQUIREMENT (PROJECT SCOPE)	100



1. 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 Service Provider for providing Services to facilitate development of an E-LOANS platform in BOB.

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" or "Bidder") 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, at 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 (Point 2)**.

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 Lodgement of RFP Response

2.1.1 Application Money

Application Money of Rs.50,000/- (Rupees Fifty Thousand Only) 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 indicated at Bank of Baroda not later than Last Date of Submission as mentioned in **[A] Important Dates (Point 4)** of this RFP document.

2.2 Registration of RFP Response

Registration of RFP response will be affected by the Bank upon the Bank receiving the RFP response only when it contains all documents, information, and details required by this RFP and as specified therein. 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 lodgement 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 -6- months from the RFP closing 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 Requests for Information

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

2.5.2 All questions relating to the RFP, technical or otherwise, must be in writing and communicated to the addresses as mentioned in **[A] Important Dates (Point 9)**. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications.



2.5.3 The Respondent must communicate the same in writing as mentioned in **[A] Important Dates (Point 2)** in the prescribed “Comment format” (Annexure - 13). The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Respondents. However, the Bank will not answer any communication initiated by the Respondents later than the Last Date of receiving clarifications, as mentioned in **[A] Important Dates (Point 2)** in this section.

2.5.4 However, the Bank may at 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.

2.5.5 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.

2.5.6 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.

2.6 Notification

The Bank will notify the Respondents in writing as soon as practicable after the RFP Evaluation Completion, 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.

2.7 Disqualification

Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification. Bank shall reject responses to the bid without assigning any reasons to respondent.

2.8 Language of Bid

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

2.9 Formats of Bids

The Bidders should use the formats prescribed by the Bank in the bid for submitting both Technical and Commercial bids. The Bank reserves the right to ascertain information from the banks and other institutions to which the Bidders have rendered their services for execution of similar projects.



2.10 Timeframe

The following is the timeframe 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.

S.N.	Particulars	Timeline
1	Issuance Date (Date of RFP Issuance)	4 th September 2017
2	Last Date for Clarifications (Last Date of Receiving Clarifications Before the Pre-bid Meeting)	5:00 PM on 13 th September 2017
3	Pre-bid Meeting Date	3:00 PM on 15 th September 2017 at Bank of Baroda, Baroda Sun Tower, Bandra Kurla Complex, Mumbai 400 051.
4	Last Date of Submission/Closing Date (Last Date of Submission of RFP Response)	3:00 PM on 27 th September 2017 at Bank of Baroda, Baroda Sun Tower, Bandra Kurla Complex, Mumbai 400 051.
5	Technical Bid Opening Date	3:30 PM on 27 th September 2017 at Bank of Baroda, Baroda Sun Tower, Bandra Kurla Complex, Mumbai 400 051.

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.

2.11 RFP Response Submission Details

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

- A. **“ELIGIBILITY Cum TECHNICAL BID FOR BANK OF BARODA - For Selection of Bidder for Procurement, Implementation and Maintenance of E-LOANS Platform SUBMITTED BY ON AT MUMBAI, DUE DATE”** on the top of the sub-envelope containing the Eligibility Cum Technical Bid.

The envelope should have the Application Money Demand Draft/Bankers Cheque as per Clause 2.1.1 and also have the hard copy of Technical Bid with pages properly numbered, each page signed and stamped. The Technical Bid should be bound in such a way that the sections of the Bid cannot be removed and separated easily.

Bidder shall also submit a soft copy of the same in a Pen Drive (PD). A masked copy of the entire commercial bid after masking the prices/ commercials should accompany the Technical Bid.



B. “COMMERCIAL BID FOR BANK OF BARODA – For Selection of Bidder for Procurement, Implementation and Maintenance of E-LOANS Platform SUBMITTED BY ON AT MUMBAI, DUE DATE” on the top of the sub-envelope containing the Commercial Bid. The envelope should have the Bid Security/Earnest Money Deposit (EMD) as per 2.13 and also have the hard copy and soft copy in a Pen Drive for Commercial Bid.

2.11.2 These two separate **sealed sub-envelopes** should be put together in another **sealed master envelope** superscribing “**BID FOR BANK OF BARODA – For Selection of Bidder for Procurement, Implementation and Maintenance of E-LOANS Platform SUBMITTED BY ON AT MUMBAI, DUE DATE**”

2.11.3 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.

2.11.4 The response should be organized and submitted in the following manner:

A. Eligibility Cum Technical Bid:

Section #	Section Heading	Proforma Given
1	Covering letter certifying eligibility criteria compliance	Bidder to provide
2	Eligibility criteria compliance with Bidder comments	Annexure 02
3	Credential letters / Purchase orders / Supporting documents	Bidder to provide
4	Application Money Demand Draft	Bidder to provide
5	Bid Security/ Earnest Money Deposit (EMD) Letter along with DD	Annexure 03
6	Bid Security/Earnest Money Deposit in the form of Bank Guarantee	Annexure 04
7	General Undertaking	Annexure 05
8	Conformity with Hard Copy	Annexure 06
9	Conformity Letter	Annexure 07
10	Letter of Undertaking from OSD / OEM	Annexure 08
11	Undertaking of Information Security	Annexure 09
12	Executive Technical Summary	Bidder to provide
13	Copy of the RFP document along with the addendum duly sealed and signed on all the pages of the document.	Bidder to provide
14	Pen drive containing soft copy of the Annexures and the scanned copies of supporting documents.	Bidder to provide
15	Masked price bid (Please note that the masked price bid should be exact reflection of the commercial bid except that the masked price bid should not contain any financial information)	Annexure 10
16	Integrity Pact	Annexure 11
17	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	Bidder to provide



B. Commercial Bid:

Section #	Section Heading	Pro-forma Given
1	Covering letter on submission of Commercial Bid	Bidder to provide
2	Conformity with Hard Copy	Annexure 06
3	Commercial Bid	Annexure 12
4	Pen drive containing soft copy of the commercial bids	Bidder to provide

2.12 Important points to be noted:

- 2.12.1 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.
- 2.12.2 Copy of the RFP 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 set out therein should also be enclosed in the envelope.
- 2.12.3 **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).**
- 2.12.4 The proposal should be prepared in English in appropriate format to explain the compliance of the terms of RFP by way of MS Word/Excel/PowerPoint format.
- 2.12.5 All envelopes must also be superscribed with **Name of the Bidder with contact number and Email ID** as well.
- 2.12.6 The above mentioned envelopes as indicated must be addressed to the following:
- General Manager (Digital Banking & Fintech)
Bank of Baroda,
7thFloor, Baroda Sun Towers,
G-Block,BKC, Bandra (E),
Mumbai 400051
- 2.12.7 The sealed bid envelopes should be delivered to Mr. G V Parameswaran, Programme Manager, Fintech & New Business Initiatives Department at the address as mentioned in **[A] Important Dates (Point 9)** Only one submission of response to RFP by each Respondent will be permitted.
- 2.12.8 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. The Respondent is requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses (Covering Letter). Unsigned responses would be treated as incomplete and are liable to be rejected.
- 2.12.9 All envelopes should be securely sealed and stamped. The authorized signatories of the Respondent should initial on all pages of Technical and Commercial Bids.



2.12.10 Contact Details for Responding to RFP:

Postal Address:
General Manager (Digital Banking & Fintech)
Bank of Baroda,
7thFloor, Baroda Sun Towers,
C-34, G-Block,
Bandra Kurla Complex, Mumbai 400 051.

2.12.11 RFP Coordinator

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 contract clarification. All the queries and communication must be addressed to the following RFP coordinator/ contact personnel from the Bank:

Mr. G.V. Parameswaran, Programme Manager,
Bank of Baroda,
Fintech & New Business Initiatives Dept.,
Baroda Sun Tower, Ground floor,
C-34, G-Block,
Bandra Kurla Complex, Mumbai 400 051.
Tel :- 022-67592882
Email :- fintech.bcc@bankofbaroda.com

2.13 Bid Security/Earnest Money Deposit (EMD)

- 2.13.1** The Bidder shall furnish, as part of its commercial bid, Bid Security/Earnest Money Deposit (EMD) at the rate stipulated by the Bank in point “[A] Important Dates (Point 8)” The earnest money deposit is required to protect the Bank against the risk of Bidder's conduct.
- 2.13.2** The Bid Security/Earnest Money Deposit (EMD) 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 other than Bank of Baroda, located in India, which is valid for -8- months from the bid closing date, in the form provided in the RFP [Annexure - 4 Bid Security/Earnest Money Deposit (EMD) Form]. Any commercial bid not secured in accordance with the above will be rejected by Bank of Baroda as non-responsive.
- 2.13.3 Unsuccessful Bidder** – Bid Security/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.
- 2.13.4 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 vendor 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.



The Bid Security/Earnest Money Deposit (EMD) may be forfeited or the Bank guarantee in lieu of Bid Security/Earnest Money Deposit (EMD) may be invoked by the Bank if the Bidder withdraws its bid during the period of bid validity.

- 2.13.5** 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 on the basis of per transaction 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 taxes, duties, levies etc. except GST (wherever applicable). The suggested format for submission of Commercial offer is mentioned in Annexure 12. The Bank is not responsible for the arithmetical accuracy of the bid. The selected Bidder will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever will not be 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. Functional requirements

3.1 E-LOANS platform: Project Scope

- 3.1.1** Bank proposes to set up a responsive web based E-LOANS platform for Straight Through Origination and Processing (**One STOP**) solution for retail and business loans to streamline the marketing, sourcing, processing, approval and monitoring process. The platform shall also be an app based tablet/mobile solution for loan origination and processing by internal users. The platform would be hybrid in nature i.e. on premises and cloud based solution.
- 3.1.2** The aforesaid E-LOANS platform shall be an end to end Straight Through Process (STP) solution for catering all the functional, operational and reporting aspects of loans portfolios including but not limited to Unsecured Business Loans, Personal Loans, Auto Loans, Consumer Durable Loans, Point of Sale (POS) Loans and Education Loan etc. The Bank plans to target - 30- top cities with high digital traffic generation. Bank at its own discretion may add other cities subsequently based on business potential.
- 3.1.3** The various modules in the proposed system should be interfaced with the tools like predictive analysis, scorecards, identity validation, business analytics, algorithms etc. based on Bank's requirement. The system should also be integrated with technology based automated credit underwriting module identified by Bank from any fintech companies/third party vendors/service providers.



3.1.4 The project shall be implemented in phased manner as under:

Phase 1	Phase 1 will consist of online unsecured Personal Loan (PL) and Business Loan (BL). This comprises 'Base platform setup' including 'tablet/mobile application' for internal users for loan origination and processing and related 'Integration & Digital Operations'.
Phase 2	Phase 2 shall encompass loans through channel partners (e.g. POS/Dealer/aggregators etc.), which requires deeper external integrations for products like Consumer Durables Loans, Education Loans etc.

3.1.5 Bank of Baroda invites bids from eligible Bidders to build/develop, supply, implement and maintain the above stated E-LOANS platform for straight through loan lifecycle management system of loan products as mentioned in Clause 3.1.2. Though the scope of work is explained in RFP, the successful Bidder(s) should conduct a thorough market and technology systems study/analysis, and submit a blueprint of the proposed solution design and architecture thereof. The E-LOANS platform shall facilitate loan related functions in the Bank including, but not limited to:

Engagement Tracks	Key Deliverables
Base Platform Setup	<ol style="list-style-type: none"> 1. User interface and experience (UI/UX) 2. Product configuration and management 3. Login management and Dashboards solutions including: <ol style="list-style-type: none"> i. Dashboards for applicants, channel partners, fintech companies, agencies, Bank's designated branches (DBs) and for central processing unit ii. Provision to upload scanned images of documents at multiple stages 4. Tablet/mobile application for origination and processing by internal user 5. Workflow Engine 6. Loan Processing and Management <ol style="list-style-type: none"> i. Overview ii. e-KYC module iii. Credit Appraisals and Technology based Underwriting & sanction module iv. Generation of pre-populated documents, forms and letters etc. v. e-Sign module vi. Collection, Recovery and Digital payment



Engagement Tracks	Key Deliverables
	<ul style="list-style-type: none"> 7. Management Information System (MIS) and Audit trails 8. Analytical tools 9. Customer Assist (during entire loan lifecycle) <ul style="list-style-type: none"> i. Chat bot ii. Various communication channels including calls through Bank's Contact Centre, Email, SMS, missed call etc. iii. Various calculators – Eligibility, EMI etc. 10. Notification and Alerts Module for: <ul style="list-style-type: none"> i. Channel partners/ Fintech companies/ Agencies/ POS/ DBs ii. Feet on street/sales force through integration with SMS, App notification etc. iii. Organizational level (internal)
<p>Integration & Digital Operations</p>	<ul style="list-style-type: none"> 1. Digital Marketing tools and services <ul style="list-style-type: none"> i. Online activation and launch marketing ii. Innovative campaigns 2. Lead Generation Management 3. Integrations: <ul style="list-style-type: none"> i. Internal integrations [including Core Banking Solution (CBS) - push & pull, Customer Relationship Management System (CRMS), Contact Centre, Document Management System (DMS), Short Message Service (SMS), EMail, Mobile banking, internet banking, Unified Payment Interface (UPI), Payment gateway (PG), Bank's loan collection, recovery module etc.] ii. External integrations: Credit bureau, National Securities Depository Limited (NSDL), Aadhaar etc., various fintech channel partners, origination channels, feet on street/sales force and various service providers etc. 4. Application Program Interface (API) Management <ul style="list-style-type: none"> i. Internal APIs ii. External APIs



Engagement Tracks	Key Deliverables
	<p>5. Channel Partners Management Module</p> <ul style="list-style-type: none">i. Channel partner on-boarding and service terms configurationii. Performance managementiii. Payout management
Ongoing Differentiation	<p>Business and Technology Innovation</p> <ul style="list-style-type: none">i. Innovation track – Startup eco-system and possibilities to develop new products/solutionsii. Ideation track – sharing of global best practices and engaging business propositioniii. Periodic Benchmarking of E-LOANS platform

3.2 The Bidder shall also provide:

- 3.2.1 A scalable infrastructure including standard platforms [Operating System (OS) & Database (DB)]
- 3.2.2 Parameterization, historical data management, ensuring data quality and integrity, User Acceptance Testing (UAT) for business vertical/s, documentation, knowledge transfer and support.
- 3.2.3 Assistance in supply, installation and maintenance of related hardware at Primary, Near-by and Disaster recovery data centers of the Bank.
- 3.2.4 Sizing of the infrastructure (Hardware, Operating System, Database and other related software) for the solution and should propose the same as part of their technical bid submission. The Bank may use the 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 E-LOANS platform shall be part of the scope of the Bidder.
- 3.2.5 Providing training to Bank's designated personnel and also provide Module wise user manual as well as administrator's manual, post-implementation on-site support for -6- months from Phase 1 GO LIVE date and further support till the end of contract period.



3.3 Functional Requirement for E-LOANS platform - Base Platform Setup

3.3.1 User interface and experience (UI/UX)

- A. The UI/UX feature of E-LOANS platform should deliver solutions that are interactive, seamless, intuitive, flexible and specifically designed keeping in view the spirit of the E-LOANS platform i.e. Straight Through Origination and Processing (**One STOP**). It shall extend digital experience through macro and micro details of its design.
- B. The UI/UX of platform shall depict customer information, product offering, loan decision etc. in impactful manner for ensuring engaging experience during entire customer journey. The UI/UX should be drawn from the first principles of design thinking.

3.3.2 Product configuration and management

- A. Ability to define new portfolios, products, schemes based on offerings of the Bank
- B. Ability to define pricing (fixed, dynamic/floating) with different frequencies like yearly, monthly etc. along with ability to set up rules for risk based pricing.
- C. Ability to define different calculation methods, repayments methods/variations like step up, step down, bullet payment, pre-payment, part-payment etc.
- D. Ability to restrict the availability of the product location wise
- E. Ability to replicate and configure new product easily on the fly
- F. Ability to define schedule for service charges, penalties, applicable taxes, other charges etc.

3.3.3 Login management and Dashboards solution

- A. Login module:
 - i. A function that allows the correct level of user to add new users and remove users
 - ii. A function that allows the correct level of user to modify the access a user requires
 - iii. Facility to add users to designated business unit/ DBs/ processes/ roles (with limited/defined access)
 - iv. System should allow definition/modification of the approval limits, DBs and organization structure which could be centralized or decentralized
 - v. System should be configurable to have more user types/levels to accommodate process changes/audit or any other functional/reporting requirement.
 - vi. Multiple user functionality
 - vii. Multiple users being able to download the documents for any particular trail.
 - viii. Multiple users to raise comments which are to be recorded with date and time. Comments could be marked to a user/User group or be left open for all users.



- ix. System should have tablet/mobile solutions for field functionality, client visits, including data, document and pictures uploads etc.
- x. User must be able to see all application he/she has to work on in a single view
- xi. User should be able to prioritize his work by being able to filter cases based on certain parameters like application id, first name, last name, product etc.
- xii. User should also be able to view cases in a pool and claim the case to start working on same
- xiii. Supervisor user should be able to view records of his subordinates and be able to take actions on the same
- xiv. System to have the capability to show a snapshot view of the entire appraisal
- xv. Ability to define operational dashboard parameters, presentation style, levels, products etc.
- xvi. Classify applications stored according to their status e.g. approved, declined, cancelled, under review, closed (definable frequency for reports). Online MIS and inquiries should include but not limited to productivity MIS per processor type, per loan type, limits type, operational MIS, Demographic MIS, credit scoring MIS, path traversed by an applications – workflow activities done with date, time, main comments and processor details etc.

B. Dashboard module:

- i. Dashboard solution for all stakeholders including applicants, channel partners, fintech companies, agencies, DBs, POS, central processing unit (CPU) etc.
- ii. Dashboard for Channel partners/Fintech companies/Agencies/POS/DBs/CPU should provide stage wise summary of activities (e.g. completed, pending, payouts etc.) besides provision for extracting micro details of various generated leads and assigned cases for gauging the performance based on defined parameters.
- iii. Customer Dashboard shall provide for macro and detailed relevant information e.g. application status, tracking, loan availed, repayment, outstanding, payment option, statement generation, historical transactions, customized offering, servicing request, post disbursement intimations etc.

3.3.4 Tablet/mobile application for origination and processing by internal users

An agent/internal user facing tablet/mobile application is proposed to be developed which should be available in Android 5 (Lollipop) and above till Android 7.1.2. The tablet/mobile application should be made available in English only.

Few of the features of tablet/mobile application should be accessible in offline mode to enable the App to be used if network connectivity is not available. The same will be stored in the Tab device database and will be synced with enterprise data store upon getting the network connectivity.



The features that should be made available offline include the ones that rely on static information, enquiry services, storing input information etc. The other features of tablet/mobile applications should include following but not limited to:

A. Splash Screen

B. Login, Logout

C. Change Password, Forgot Password, profile update

D. e-KYC option for agents: Agents will be able to perform the e-KYC (OTP and Biometric) and profile update on behalf of the customer through Tab and will have following features:

- i. Capturing & editing the customer profile
- ii. Capturing photograph
- iii. Scanning the Bar code/Quick Response (QR) code or entering the Aadhar no. Integration with UIDAI Validation from UIDAI. Data including photograph fetching from UIDAI upon successful validation
- iv. Auto/pre population of data by means of Google, Facebook and LinkedIn integration Upload other docs
- v. OCR: Including following documents for OCR facility:
 - PAN Card
 - Aadhaar Card
 - Passport
- vi. Documents scanning, upload and storing feature
- vii. Option for assigning the application to other service providers/fintech partners for further processing (e.g. one tap request for CPV)

E. Aadhaar authentication feature

F. Eligibility Check, EMI Calculator

G.e-Sign

H.e-Mandate, National Automated Clearing House (NACH), Electronic Clearing Service (ECS) Mandate feature

I. Information on generated/assigned leads/customers, Enquiry/Lead follow up – progress update.

J. Information on funnel/pipeline, policies, day's work, lead/enquiry progress view

K. Approval/Rejection



3.3.5 Workflow Engine

- A. The system should have the capability to allocate particular application to specific approvers. Further, there should be a queuing system that has the capability to allocate based on preset logic. Approver level can be defined as single approver or multiple approver.
- B. Process of approval may have defined sequential and parallel movement. It should be possible to have both in workflow simultaneously. Solution should provide a feature whereby a single user (duly designated) be able to process an application from start to finish or may have limited access to a specific task.
- C. Ability to reallocate or reassign cases from one user to another user, multiple to & from movement of work items and comprehensive Reports for workflow.
- D. The queuing feature should include the ability for escalation to higher supervising authority in case the application has remained pending without any activity for a specified period.
- E. Turn Around Time (TAT) rules for each activity in the workflow, ability to have workflows for credit lines based on the current process of the Bank. Interact dynamically between the rules engine and the queuing process to move across queues based on process results at each stage of credit processing – Example: risk based verification process resulting in instant approval or based on potential credit limit assignments queue to credit officers who can cover such limits.
- F. System should have provision of maker checker facility for different activities like data entry, documents, approval based on risk segment. However this may be defined by administrator.
- G. Ability to allocate automatically to each user based on role and also to a pool/ team so that the available users can select case to work on if needed.

3.3.6 Loan Processing and Management

A. Overview:

The proposed system should provide a responsive web portal as well as a tablet/mobile application for internal users for loan origination and processing which shall comprise of the functionalities including, but not limited to:

- i. Eligibility check
- ii. De-dupe (local & Global)
- iii. Present various options available to the customer for contacting Bank for loan
- iv. List registered dealer showrooms, in the case of Vehicle loan
- v. Inform documents requirements
- vi. Show digital Repayment options
- vii. List value added services



- viii. Elaborate Frequently Asked Questions (FAQs)
- ix. Complete online loan application
- x. Loan application status

The system should have ability to convert an existing lead to a loan application. Once a loan application is created, a reference number should be generated and the same shall be sent to customer's registered mobile number/Email. With that reference number customer can track status of loan application using SMS and web portal.

The queuing feature should include the ability for escalation to higher supervising authority in case the application has remained pending without any activity for a specified period. System should have provision of maker checker facility for different activities like data entry, documents, approval based on risk segment.

Loan application inward entry program should be available in web version as well as tablet/mobile version for internal users for loan origination and processing. Both versions shall be integrated with Aadhar, PAN, RTO, De-DUPE and Credit bureaus to get customer identification details and credit score.

The system should have ability to configure Score card, various rules like Hunter, data analytics etc. in E-LOANS platform. The credit underwriting process should be fully system driven without any manual intervention. The module shall have ability to communicate with customer, marketing officer, feet on street, DBs and other related parties over SMS, Interactive voice response (IVR) and Email etc.

The eligibility criteria applicable for various products will be configured in the system and based on information/document submitted by customer, a primary offer will be displayed on the platform on real time basis. Once customer accepts the offer, he/she will be prompted to submit detailed information/upload documents for completing the loan application. The application shall be processed through the E-LOANS platform based on predefined underwriting models/rule engine and final sanction will be communicated to the applicant. Subsequently, pre populated loan agreement will be generated through the E-LOANS platform which will be e-signed/signed by the applicant/co-applicant/guarantor. After updation of satisfactory Contact Point Verification (CPV) report on E-LOANS platform, the same will be pushed to CBS and disbursement will be made automatically. Further, account review parameters to be fully configurable.

The E-LOANS platform should be capable of processing certain loan products e.g. POS/Dealer/Aggregator originated loans differently, keeping in view the nature of loan and customer journey wherein some of above steps/activities (e.g. CPV) may be waived/relaxed for real time loan sanction and disbursement.

B. e-KYC module:

- i. The system should have capability for facilitating Biometric device integration for e-KYC
- ii. System shall also have facility for OTP based e-KYC
- iii. Integration with C-KYC module for 2 way communication



C. Credit Appraisals and Technology based Underwriting & sanction module:

- i. Functionality of credit appraisal based on various kind of score cards, algorithms and rule engine (internal and external) with flexibility to add new rules / statistical models.
- ii. Facility to define rules based on different parameters. Rules could be related to de-dupe, scoring, eligibility, data analytics from approved companies or other rules like risk based pricing.
- iii. There must be rules that decide on minimum requirements including but not limited to age, income/ balances / employer category / risk scores obtained etc.
- iv. Ability to define the sanctioning authority based loan type, product etc.
- v. The system should aid credit decision making based on the proposal evaluation analysis and credit risk rating. It should facilitate users/reviewers in understanding assessments through electronic case files.
- vi. Ability to allow reviewing personnel to view defined sets of information/comments on each credit request.
- vii. Ability to view the application data in a summarized form to take credit action.
- viii. Ability to reject the application with reasons. The system should allow review of rejected applications through a screen that includes the reason for rejection.
- ix. Ability to review rejected applications for reopening in special cases. The system should also facilitate archival of rejected applications for de-dupe purposes.
- x. The system should have a mechanism that highlights/escalates an application if it is pending for more than a specified number of days after follow-up for missing documents/ information.
- xi. After highlighting/escalating, system should auto cancel application after a specified period

D. Generation of pre-populated documents, forms and letters etc.:

- i. The system should have feature for generating pre-populated documents in desired format like but not limited to:
 - Appraisal cum Sanction Memo
 - Loan Sanction Letter
 - Loan Rejection Letter
 - Loan Agreements & Undertaking
- ii. Ability to process images in input form so as to reflect them in output format
- iii. Output format to be generated in MS Word, MS Excel format, PDF & HTML format etc.
- iv. Output has to be a printable format with full alignment of text, images & tables.



E. e-Sign Module:

The system should have feature for facilitating Aadhaar based e-sign for enabling applicants to e-sign documents for terms and conditions acceptance, loan agreement executions etc. from any remote location.

F. Collection, Recovery and Digital EMI payment:

- i. Ability in the system to collect details from customers about various payment channels for repayment through following mode but not limited to:
 - e-Mandate, National Automated Clearing House (NACH), Electronic Clearing Service (ECS) Mandate
 - Automatic recovery form Current Accounts Savings Accounts (CASA) in BOB
 - Online EMI collection option through Payment gateway (PG), Internet banking, Debit card, Unified Payment Interface (UPI), Wallets etc.
- ii. Ability to provide appropriate MIS for collection team and DBs. The amount due for collection with breakup like number of EMI, Charges, type of charge, etc.
- iii. Integration with Bank's collection management system through web and tablet/mobile version for field officers/feet on street for collection and to facilitate monitoring and controlling the collection processes of normal accounts, delinquent loan and Non Performing Assets (NPA) accounts.

3.3.7 Management Information System (MIS) and Audit Trails:

- A. The system should provide ability to Record all user activities with audit trail
- B. Provide standard reports which are printable in pdf and exportable to Word or Excel or other data analysis formats.
- C. Allows report configuration by allowing customizing report parameters.
- D. System should generate reports like but not limited to:
 - i. Applications approved
 - ii. Application declined
 - iii. Application pending with reasons
 - iv. Sourcing Performance
 - v. TAT reports
 - vi. Disbursed Applications



- vii. Case Status Report
- viii. User Access Rights Report
- ix. Audit Report
- x. User Login Logout Report
- xi. Credit Appraisal report
- xii. Officer performance report

3.3.8 Analytical tools:

- A. System support to extract any or all data for further analytical functions like back testing, regression, model calibration etc.
- B. Advanced analytics (Predictive analysis using Machine Learning, Deep Learning, Statistical Modelling Techniques, and Optimization), for tweaking product features and designing new customized products.
- C. Setup Self Service Analytics and Visualization platform offering various dashboards, reports and scorecards using both structured and unstructured data
- D. Develop analytical models and dashboards/visualizations/reports over the period of contract as per Bank's requirement

3.3.9 Notification and Alerts Module and Customer Assist:

- A. Customer:
 - i. System should trigger real time alert/notification to applicants regarding various stages of their journey e.g. Application reference no, submission confirmation, document pendency, approvals/rejection, disbursement, EMI due dates, payment confirmation etc. through various communication modes including SMS, Email etc.
 - ii. System should have capability for auto SMS/Emails to customer and ability to define templates for SMS, Email, letters for notifications based on existing templates of the Bank

- B. Channel partners:

The notification and alerts module shall send real time alerts/notifications on each stage to various channel partners/Fintech companies/Agencies/POS/DBs/CPU etc. to ensure that each stakeholder is in sync with the process and can initiate necessary action as per defined workflow.



C. Feet on street:

The module should have capability to send notification/alerts to sales personnel/feet on street regarding assigned cases and status of the same at various stages through various communication mode including tablet/mobile application, SMS, Email etc.

D. Organizational level (internal):

The notification and alerts module shall send real time alerts/notifications on each stage to Central Processing Unit (CPU) for updating status of cases and to initiate necessary action as per defined workflow through various communication mode including Dashboard, SMS, Email etc.

3.4 Functional Requirement for E-LOANS platform – Integration and Digital Operations

3.4.1 Digital Marketing tools and services

The Digital Marketing module shall offer an end to end solution encompassing complete set of integrated Digital Marketing to organize, access and personalize marketing content including activation and launch. The module should be capable of harnessing data related to customer behavioral patterns captured through diverse online sources (e.g. marketplace/platforms/websites etc.) including insights based on entire customer journey on E-LOANS platform, that get iterated with each interaction resulting in greater business conversion. The module should be able to do A/B testing, Search Engine Optimization (SEO), Search Engine Marketing (SEM), Cost per Click (CPC), Cost per Impression (CPM) campaigns, targeting and re-targeting campaigns.

Digital Marketing solution shall empower the E-LOANS platform to deliver engaging experiences with interactive content, targeted offers and consistent branding across channels i.e. mobile, web and hybrid apps. It should orchestrate Digital Marketing campaigns and offer best solution for customers at every touch point.

The module shall have capability for integration with online channel partners for personalized cross-channel campaigns for meaningful customer experiences. The solution shall also provide for managing content and assets, with an objective to create traction on E-LOANS platform, both in terms of quality and quantity.

The Bidder shall also undertake content self creation, aggregation from other content providers and management for the E-LOANS platform to offer various promotional offerings, deals, product comparisons, trending products on other online marketplaces for catering potential customers through online lending.

3.4.2 Lead Generation Management

- A. An integrated lead generation module should be available incorporating various channels as mentioned below:
- i. Online Channels (e.g. Digital Marketing platforms/Bank's Corporate/Retail websites/Existing Mobile platform/Fintech companies/ Digital partner portals etc.)
 - ii. Offline Channel partners (e.g.POS/Dealer Showroom/DSAs/DBs/Call centre/Missed call/SMS etc.)



- B. Ability to parameterize the data collected for E-LOANS platform, based on various channel i.e. through online web portal or through DBs etc. For e.g. DB may collect more information, but an Digital Marketing channel may only collect limited details like name, mobile number, Email ID and product required etc.
- C. The illustrative list of data to be collected through E-LOANS platform from various channels:
 - i. Customer personal details (Name, DOB, Gender, Address, Mobile number, Email ID, PAN/Voters ID/Passport Number etc.)
 - ii. Customer employment details (Salary/Income, Employment type, Address, Phone number, Email ID etc.)
 - iii. Desired Product details (Pricing, Type, Tenor, Charges, Margin/Down Payment etc.)
 - iv. Loan Amount
 - v. Purpose of loan
 - vi. Desired Repayment schedule
 - vii. Sector/Sub-sector
- D. Ability to parameterize any additional information apart from the ones mentioned above for enriching the database. Hence a data master shall be defined which supports efficient management and process of various loan products offered through E-LOANS platform.
- E. Ability to capture source of lead which help to analyze the performance of lead generator.

3.4.3 Integrations (Internal and External):

- A. Internal:
 - i. The system shall have capability of integration with Bank's Core Banking Solution (CBS) with both push and pull functionality for automatic disbursement and management in CBS without repeat data entry.
 - ii. Integration with Customer Relations Management System (CRMS), Contact Centre or any other internal integration as and when needed for the platform.
 - iii. Integration with Document Management System (DMS):
 - The system should be able to integrate with document imaging/processing systems, thus facilitating the rapid movement of applications across the processes without the need to paper flow.
 - Ability to upload documents against checklist/data in different formats like pdf, jpg, jpeg, png, gif etc.
 - Ability to track (stage wise), update, inquire and archive the documents, including marking of number of pages, date of receipt, location of the document while receiving it.
 - Ability to have a verification of the documents by a different user



- iv. Integration with Bank's SMS, Email service, Mobile banking, internet banking, UPI and Payment gateway
- v. Integration with Bank's loan collection and recovery module etc.
- vi. Hunter list
- vii. Grey list
- viii. De-dupe engine

B. External:

- i. The system should be capable of supporting various channels viz. Dealer showroom/ Digital partners, DBs, Fintech companies, Corporate Website, Mobile platform, POS etc.
- ii. Controlled interface with external web links/data sources/ reference sources for data verification/ data & information feeding/ checking information.
- iii. Due diligence checks through interface
- iv. System should have flexibility to enroll third party/fintech companies/service providers for lead generation/ marketing/ data analytics/any other purpose and have ability to interface with their systems on a plug and play mode.
- v. Ability to allocate relevant cases to service providers and give controlled access to work or give them facility to upload their reports
- vi. Ability to integrate with various functionality providers like chatbot, cloud support, offers engine etc.
- vii. Ability to provide Software Development Kit (SDK) to be integrated with third party apps

3.4.4 Application Program Interface (API) Management (exposing and consuming)

Multiple services need to be developed for integration to Loan system, payment gateway, Email, SMS and any other inter application integration (Analytics, Digital Ops solution, CRM and others) required.

- A. ALL Integration should be done through either existing APIs or REST API's
- B. Integration implementation would be based on standard integration patterns using async queues. Majority of interfaces should be based on Web-services and batch file interfaces
- C. API Services should be implemented on API framework, services should be hosted, controlled for secure access, monitored for usage through API gateway
- D. API – Gateway: External Services - API Services should be implemented on API Gateway - external partners who make use of BOB services to build their applications should use these APIs.



E. Rule Engine: There would be total of -50- rules that are going to be implemented on a central rule engine. The rules would be accessed by integration framework and API gateway.

F. An indicative list of APIs:

Internal APIs:

- Customer Verification API
- Document Management API
- De-Dupe check API
- Create customer ID API
- Vendor management API
- EMI payment API
- Loan status enquiry API
- General score-card API
- MIS API

External APIs:

- Adapters for India Stack integration etc.
- Extract Aadhar data API
- Validate Aadhar OTP
- Extract PAN data API
- Automatic EMI payment API
- OCR APIs
- APIs for integration with various partners

The aforesaid list of APIs are illustrative and not exhaustive. The Bidder shall provide for integrations through any other APIs as required for developing E-LOANS platform.



3.4.5 Channel Partners Management Module

A. Channel partner on-boarding and service terms configuration:

System should have flexibility to onboard channel partners/fintech companies/service providers for lead generation/ marketing/ data analytics/any other purpose on a plug and play mode.

B. Performance management:

Module shall have functionality to record and analyze performance, quality etc. of service providers and generate reports as against predefined parameters.

C. Payout management

System shall facilitate detailed calculation of performance based commission/payout as per business generated/converted through Direct channel, Partners, Affiliates and Aggregators etc. The system shall have feature for auto generation of various invoices, verification of invoice/claims raised by aforesaid sources and generation of auto populated payment advices.

3.4.6 Driving ongoing differentiation:

A. Business innovations

Bidder shall organise various workshops to share/validate ideas in respect of New business prospects, revenue models, operating structures, M&A opportunities, strategic partnerships with no additional cost to Bank.

B. Technology innovation

- i. Bidder shall organize half-yearly events for Startup connect/Demo day where relevant (curated) startups with solutions for Business Innovations will be connected with the Bank.
- ii. Bidder shall conduct periodical Market research for sharing latest trends in technology and research insights.

The Bidder shall facilitate discussions between start-ups/OEMs and Bank's business team around business requirements for POCs and Service Agreements.

C. Periodic Benchmarking of E-LOANS platform

The Bidder, after end of each year (from the GO LIVE date of Phase 1) shall carry out a structured study of similar solutions available in the industry for benchmarking of E-LOANS platform and submit a detailed report of the same to Bank.

The above ongoing differentiation shall be arranged solely by the Bidder without any additional cost to the Bank



3.5 Implementation:

The High-level activities which will be carried out for Implementation of E-LOANS platform is as below:

3.5.1 Requirements Analysis –which includes:

- A. Requirements elicitation with Bank's business team based on discussions, structured questionnaire etc.
- B. Arriving at detailed requirements specification for E-LOANS platform functionalities

3.5.2 System Design – Design for the proposed portal architecture based on identified requirements.

- A. High level System specification with overall architecture covering Technical Architecture
- B. Low level System specification with interface level details and elaboration of the High Level Design (HLD) core modules & Test Cases.

3.5.3 Installation and Configuring of Solution

3.5.4 Implementation of E-LOANS platform which includes:

- A. User Interface Design & development - E-LOANS platform which includes creation of designs and wireframes based on the inputs/suggestions provided by Bank
- B. Development of individual modules as defined in scope
- C. Web Analytics for the traffic and key link usages using Google analytics
- D. Integrations as defined in scope
- E. Unit testing of modules.

3.5.5 System and Integration Testing of the developed E-LOANS platform

3.5.6 User Acceptance Testing (UAT) – by Bank's Business team.

3.5.7 Deployment and GO LIVE Commissioning – Deployment of the solution in production environment, on-sight support for -1- year post GO LIVE of Phase 1 and maintenance contract of -5- years.

3.6 Implementation - Other activities:

- 3.6.1** All the components of proposed solution (software, hardware etc.) in the DC site should be replicable at the DR site (except for test and development environment). The proposed solution should have full capability to support database-database and storage-storage replication between DC and DR with a recovery point objective (RPO) and a recovery time objective (RTO) of the Bank. The replication between DC and DR should be possible in both directions. Bank should have the liberty to deploy the solution in multiple test environment in Bank's Data Center.



3.6.2 The Bidder should be capable of supply, configure, customize, maintain and support a solution offered by them, which also includes but not limited to:

- A. Supply, installation, customization/ development and maintenance of required solutions
- B. Data migration from the legacy system to the new environment
- C. Provide interfaces required to integrate the solution with other banking systems and applications
- D. Provide application helpdesk
- E. Provide Warranty support of the solution deployed
- F. Training the core team & trainers (on Train the Trainer model)
- G. Provide hand-holding support during roll-out
- H. Marketing activation and launch campaign
- I. Description of the envisaged scope is not exhaustive and Bank reserves its right to change the scope of the RFP considering the size and variety of the requirements and the changing business conditions.

3.6.3 Based on the contents of the RFP, the Bidder shall be required to independently arrive at a solution to support Bank's requirements, after taking into consideration the effort estimated for implementation, resources and the equipment requirements. The Bank expressly stipulates that selection of Bidder under this RFP is on the express understanding that this RFP contains only the principal provisions for the entire assignment and that delivery of the services and the deliverables in connection therewith are only a part of the assignment as per the defined scope of work. The Bidder shall be required to undertake to perform all such tasks, render requisite services and make available such resources as may be required for the successful completion of the entire assignment on turn-key basis at no additional cost to the Bank.

3.6.4 The Bidder has to envisage all necessary services to be provided and ensure that the same are delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services mandatory for successful implementation of the solution as per the defined scope of work on the pretext that the same was not explicitly mentioned in the RFP.

3.6.5 The successful Bidder/Bidders shall work with Bank team to design the solution architecture and complete project plan considering the licensing requirements for all the functional requirements of BOB.

3.6.6 The project shall be implemented in phased manner as under:

- **Phase 1** will consist of online unsecured Personal Loan (PL) and Business Loan (BL). This comprises 'Base platform setup' including 'tablet/mobile application' for internal users for loan origination and processing and related 'Integration & Digital Operations'.
- **Phase 2** shall encompass loans through channel partners (e.g. POS/Dealer/aggregators etc.), which requires deeper external integrations for products like Consumer Durables Loans, Education Loans etc.



- 3.6.7** Once Purchase Order (PO)/Letter of Intent (LOI) is issued, Phase 1 of E-LOANS platform should GO LIVE with all features mentioned in the scope of work and other portion in RFP, within -110- days from the date of issue of PO/LOI. Thereafter, Phase 2 of the E-LOANS platform should also GO LIVE within -50- days with stated scope.
- 3.6.8** There shall be stabilization period of -30- days post GO LIVE of each loan product. During this period, the successful Bidder is also expected to provide hand-holding services to the operations team.
- 3.6.9** The successful Bidder is expected to ensure that functionalities currently being used by BOB or being envisaged by BOB are made available.
- 3.6.10** The successful Bidder is expected to ensure all the regulatory requirements for loans portfolios including but not limited to Unsecured Business Loans, Personal Loans, Auto Loans, Consumer Durable Loans, Point of Sale (POS) Loans and Education Loan etc. are made available without any extra cost.
- 3.6.11** The successful Bidder is expected to carry out a requirement study for the functionalities and services required by the BOB, to gain understanding of the business requirements and functioning of the entire eco system.
- 3.6.12** The Bidder must furnish contract agreements with other vendors whose products or services the Bidder would obtain. The Bidder must further continue with the same vendors and shall not be permitted to change the vendors after the bid is submitted. Failure to adhere to this clause will attract disqualification of the bid/ contract as well as invoke related damage clauses as specified in Terms and Conditions.
- 3.6.13** The successful Bidder must maintain for separate production (at DC and DR), testing and training environments.
- 3.6.14** The successful Bidder is expected to customize the screens, design and layout of the application depending on the requirements of the Bank, at no additional cost to the Bank.
- 3.6.15** The proposed solution should have user configurable workflow.
- 3.6.16** Bank should have flexibility to change the workflow according to the business requirement.
- 3.6.17** Configuration of workflow required by the Bank should be done without extra cost.
- 3.6.18** The interface provided by Bidder should be industry standard and secure.
- 3.6.19** No manual intervention should be required between one module/component to other for data transfer and all the process should be STP wherever required.
- 3.6.20** The successful Bidder is expected to assist the Bank in performing UAT of the application as part of deployment and subsequent changes. The successful Bidder will prepare test cases and shall be responsible for securing necessary approval from stakeholders on acceptance of the test cases.
- 3.6.21** The successful Bidder would also be responsible to independently test the application for its working and also assist the Bank's core team in the testing of the application post the installation on the new hardware and migration from the legacy systems.



- 3.6.22** The successful Bidder is expected to customize the solution based on requirements of Bank. All the statutory and regulatory requirements of the Bank, impacting the applications to be implemented under the scope of this project, will be provided to the Bank at no additional cost to the Bank during the period of the contract.
- 3.6.23** The successful Bidder is expected to support the Bank in the installation, implementation, launch and rollout of E-LOANS platform.
- 3.6.24** The successful Bidder would be expected to manage, maintain and monitor the solution for the period of the contract.
- 3.6.25** The successful Bidder is responsible to impart requisite training to the Bank's project and core team.
- 3.6.26** The successful Bidder is required to conduct workshops
- 3.6.27** The successful Bidder is responsible for conducting trainings on the application of E-LOANS platform.
- 3.6.28** The phase wise project GO LIVE shall be considered as complete when:
- A. The entire functionalities mentioned in scope of E-LOANS platform are integrated as single solution
 - B. All the functionalities of E-LOANS platform are tested and signed off by the Bank.
 - C. Bidder is required to get a certification from functional team related to business verticals
- 3.6.29** For smooth completion of the project, the Bidder should identify one or two of its representatives at all Circle office locations and Mumbai as the Project Manager for the Bank. The representatives nominated for the project should submit Project Completion Report on a weekly basis, to Fintech and New Business Initiatives Department, Mumbai regarding implementation of the project. Project Completion Report shall contain details of work done vis-à-vis total work under the project. Project Completion Report should be comprehensive to enable the Bank to refer to any details at a future date.

4. Bid Evaluation Process

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

- A. Stage 1 - Eligibility Bid evaluation
- B. Stage 2 - Evaluation methodology for eligible Bidders
 - i) Technical Bid Evaluation
 - ii) Commercial Bid Evaluation
 - iii) Weighted evaluation



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

4.1 Eligibility Bid

4.1.1 Eligibility criteria for the Bidder to qualify this stage are clearly mentioned in Annexure - 02 'Eligibility Criteria Compliance' to this document. The Bidder would need to provide supporting documents as part of the eligibility proof. All the credentials of the Bidder necessarily need to be relevant to the Indian market.

4.1.2 The respondent should have an organization in India capable of undertaking similar contracts with respect to people, infrastructure, finance and other resources. It is preferable that the respondent has established processes and methodologies for procurement of similar platform.

4.1.3 The evaluation criteria to be used by the Bank will include the following:

- A. Financial strength of the prime Bidder and other requirements
- B. Experience and Capability in mentioned Services
- C. The Bidder need to comply with all eligibility criteria mentioned in Annexure - 2 (Eligibility Criteria Compliance)
- D. The Bidder is expected to provide proof for each of the points in Eligibility Criteria Compliance.
- E. All credential letters should be appropriately bound, labelled and segregated in the respective areas.

4.1.4 The proof provided has to be in line with the details mentioned in Annexure - 2 (Eligibility Criteria Compliance). If any credential detail mentioned in Annexure - 2 Eligibility Criteria Compliance is not accompanied by relevant proof documents from the clients, the proposal will not be considered for evaluation.

4.2 Evaluation Methodology for Eligible Bidder

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

- i) Technical Bid Evaluation
- ii) Commercial Bid Evaluation
- iii) 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 weightages are as under:



4.2.1 Technical Bid Evaluation

- i) A maximum of 100 marks will be allocated for the technical criteria. The Bidder needs to achieve an overall cut-off score of 70 marks in this evaluation stage to be qualified for commercial bid opening. Only those Bidders who achieve the specified cut-off scores would be short-listed for Commercial Bid Evaluation.
- ii) Technical criteria are assessed based on the previous experience of the Bidder in carrying out the similar service/product with other Banks/finance companies, quantum of invoices processed under similar product, existing technical capabilities, proposed solution, ongoing innovation. The details of Assessment is provided in Annexure - 16. A summary of parameters for Technical Bid Evaluation is placed as under:

S.N.	Parameters	Maximum Marks
1	Existing Solution: A. Base Platform (20 marks) B. Integration and Digital Marketing Operations (10 marks) C. Ecosystem connect and Innovation (10 marks)	40
2	Proposed Solution	20
3	Technical presentation	20
4	Site visit/Demo	05
5	Bidder capability	15
Total		100

The Bidder needs to achieve overall cut-off of -70- marks.

Detailed Technical Evaluation Scorecard

Score	Definition
3	Readily Available (RA)
1	Customization (CU)
0	Not supported/Unavailable (UA)
3	Excellent (E)
1	Good (G)
0	Average (A)

NOTE: This is a broad indicative list. Not all sub-sections carry equal weightage



S.N.	EVALUATION PARAMETERS	SCORE			Comments/ Remarks
		RA	CU	UA	
1	Existing Solution: (Weightage 40%)				
A.	Base Platform (Weightage 20%)				
i)	User interface and experience (UI/UX)				
ii)	Product configuration and management				
iii)	Login management and Dashboards solutions (for applicants, channel partners and internal users)				
iv)	Tablet application: (Key features: e-KYC, Bar/QR code scanning, OCR capability, various calculator etc.)				
v)	Workflow Engine				
vi)	Loan Processing and Management: (Credit appraisals and technology based underwriting, pre-populated documents generation, collection, recovery and digital payment)				
vii)	Management Information System (MIS) and Audit trails				
viii)	Analytical tools				
ix)	Customer Assist: (Chat bot, communication via e-mail, SMS, missed call etc.)				
x)	Notification and Alerts: (for Channel partners, feet on street, internal users)				
B	Integrations and Digital Marketing Operations (Weightage 10%)	RA	CU	UA	Comments/ Remarks
i)	Digital marketing tools and services (own/acquired)				
ii)	Lead Generation Management (Including tagging leads to sources, lead gen module)				
iii)	Integrations: (Internal and external)				
iv)	Application Program Interface (API) Management: (Internal and external)				
v)	Channel Partners Management: (On-boarding, performance and payout management)				



C	Ecosystem connect and Innovation (Weightage 10%)	E	G	A	Comments/ Remarks
i)	Existing connect with Start-ups/Fintechs and capability for ongoing innovation				
ii)	Have own venture fund investing in Start-ups from where synergies can be drawn				
2.	Proposed Solution (Weightage 20%)	E	G	A	Comments/ Remarks
A	Digital Marketing: i) Online activation and launch marketing ii) Innovative campaigns, A/B testing, Search Engine Optimization (SEO), Search Engine Marketing (SEM), Cost per Click (CPC), Cost per Impression (CPM) campaigns, targeting and re-targeting campaigns iii) Interactive content, targeted offers and consistent branding across channels (mobile and web) iv) Content management (self-creation, aggregation from other content providers) to offer various promotional offerings, deals, product comparisons, trending products on other online marketplaces				
B	Market Research: i) Sharing of latest trends in tech & research insights ii) Sharing of global best practices iii) Gap Analysis (BoB v/s Market) iv) Global ongoing trends				
C	Architecture: i) Component diagram ii) Data flow - concept diagram iii) Solution brief – Document iv) Network Bandwidth recommendation v) Scaling and sizing, capacity planning				



<p>D</p>	<p>Quality of manpower deployment:</p> <p>i) Quality of man power: Program Manager having >10 years relevant experience in any 2 of the following areas:</p> <ul style="list-style-type: none"> ▪ UI/UX, web & TAB app design ▪ Analytics ▪ API based integration ▪ Project management of -3- projects in BFSI <p>ii) Quality of man power-Project Manager having >15 years relevant experience in any 2 of the following areas:</p> <ul style="list-style-type: none"> ▪ UI/UX, web & TAB app design ▪ Analytics ▪ API based integration <p>iii) Project Management capability</p> <p>iv) Engagement group capability</p>				
<p>2.</p>	<p>Proposed Solution cont. (Weightage 20%)</p>	<p>E</p>	<p>G</p>	<p>A</p>	<p>Comments/ Remarks</p>
<p>E</p>	<p>Program Management and Governance:</p> <p>i) Project management plan</p> <p>ii) Scope management plan</p> <p>iii) Time management plan</p> <p>iv) Quality management plan</p> <p>v) Engagement Group</p> <p>vi) Delivery group</p> <p>vii) Implementation Plan</p> <p>viii) Post Implementation Plan</p> <p>ix) Post Implementation support model</p> <p>x) Software updgradation plan</p> <p>xi) Support resource plan & Skill set</p> <p>xii) Ease of Integration/scalability/new requirements</p> <p>xiii) Industry standards for Data exchange & Information Security</p>				



F	Proposed Journey: i) Responsive web solution: <ul style="list-style-type: none"> ▪ Customer Journey on the platform for PL/BL ▪ Partner (aggregator/CPV agency) Journey on the platform ▪ Ease of navigation for back end user on the platform ii) Tablet solution (for internal user): <ul style="list-style-type: none"> ▪ Internal user journey on the platform for loans through POS/Dealer ▪ Partner (Field agent/CPV agency) Journey on the platform ▪ Ease of navigation for back end user on the platform 				
G	Proposed Design (Elements of design): a. Colour Pattern b. Font & Edges c. Animations d. Placements e. Construct				
3	Technical presentation (Weightage 20%)	E	G	A	Comments/Remarks
A	Understanding the key objectives of RFP				
B	Key deliverables identified and Plan of action outlined. Maps to vision in addition to solving current problems				
C	Provides details of hardware and software components to be used				
D	Outlines solution overview. More than 50% of technical and functional specifications met				
E	Details of resources, prior experience and confidence of execution				
F	Implementation plan, milestones are discussed and Post implementation support models discussed				
G	Deviations, scope restrictions etc. (Less deviations and scope restrictions result in higher score)				
H	Product support, Training, handling scale, growth metrics and additional capabilities discussed				
I	Appetite for innovation and openness in solving problems (Not tied to product restrictions)				



J	Validity of suggested components, practices and hardware / software in near future				
K	Web/Tablet applications Wireframe				
L	Open innovation - India Stack (Aadhaar, UPI etc)				
M	Innovative Solutions				
N	Validity of suggested components, practices and hardware / software in near future				
4	Site visit/Demo (Weightage 05%)	E	G	A	Comments/ Remarks
A	Site Visits & Use case implementation demo				
5	Bidder capability (Weightage 15%)	E	G	A	Comments/ Remarks
A	Number of similar projects undertaken in BFSI with minimum tender value (TCO) of Rs.5.00 crores per project.				
TOTAL					

iii) In case there is only one Bidder having technical score of -70- or more, the Bank may, at its sole discretion, also consider the next highest technical score and qualify such Bidder. In case, none of the participating Bidders qualify on technical criteria and reach or exceed the cut-off score of -70-, then the Bank, at its sole discretion, may qualify two Bidders on the basis of the top -2- scores. However, the Bank at its discretion may reject the proposal of the Bidder or will not consider Bidder below cut-off 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.

iv) Bank will give 70% Weightage to technical score while comparing the commercial quote. The procedure is as under:

The Technical score (A) will be calculated as under

$$\frac{T}{T(\text{High})} * 100 * 0.70$$

T stands for technical evaluation score and T (High) stands for the score of the technically highest Bidder.



4.2.2 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. Commercial evaluation will have a weightage of 30% for arriving at a successful Bidder. The commercial score (B) will be based on a mix of One Time Development Cost and Opex linked to success based pricing. The parameters, weightage and procedure for arriving at the Commercial score (B) having overall weightage of 30% are as under:

Sr. No.	Details	Cost	Weightage
A	One Time Development Cost	Fixed (one time)	10%
B	Opex	Per converted lead basis*	40%
C	Digital Marketing	Per converted lead basis*	50%
Total			100%

*Converted leads refer to leads which are processed and sanctioned by the platform.

A. One Time Development Cost:

- i) This will be a fixed cost for the platform. The upper limit under One Time Development Cost will be Rs.2,00,00,000/- (Rupees Two Crores only).
- ii) Further an amount of 10% of One Time Development Cost will be paid annually as per the below mentioned schedule as minimum guaranteed payment. The payment will be due -1- year after implementation and for a period of -5- years from GO LIVE date of Phase 1.

Year 1	Year 2	Year 3	Year 4	Year 5
10% of One Time Development Cost	10% of One Time Development Cost	10% of One Time Development Cost	10% of One Time Development Cost	10% of One Time Development Cost

B. Opex

- i) Opex will be paid only on converted leads. It will be paid monthly on per lead basis.
- ii) The converted leads will be classified on the basis of High Tech integration & Low Tech Integration. High Tech integration refers to segments where the Bidder is required to develop specific modules for integration. (For e.g. Leads through dealers which will require integration with their respective systems will be classified under High Tech category). The decision to classify leads as High Tech/Low Tech will rest with BOB.
- iii) The Bidders should give Opex quote for High Tech integration only. The payout for converted leads with Low Tech integration will be 50% of the High Tech integration quote.



C. Digital Marketing

- i) BOB envisages a major role for Digital Marketing in expanding business considering the wider and cost effective reach, thus enabling optimum utilization of the lending platform. Hence with a major emphasis on Digital Marketing BOB intends the Bidder to effectively partner with us in our success.
- ii) The payout for the converted leads through Digital Marketing will be paid only in respect of leads having ticket size of Rs.1,00,000/- (Rupees One Lakh) and above. This payout per lead will be paid in addition to **Opex**.
- iii) The Bidder is required to generate minimum -100- converted leads (above threshold limit) per week through Digital Marketing to be eligible for this payout. The leads generated will be reviewed on weekly basis and payment will be made on yearly basis. It is clarified here that the Bidder will not be eligible for any payout for a particular week under this head if he fails to generate minimum -100- converted leads for that week. E.g. In a given year, if Bidder generates -100- and above leads per week for -30- weeks (and converted successfully), the payout will be made for leads generated during those -30- weeks only.
- iv) The payments for Opex will be tapered yearly as under:

Type	Year 1	Year 2	Year 3	Year 4	Year 5
Opex	100% of the accepted rate	90% of the accepted rate	75% of the accepted rate	50% of the accepted rate	10% of the accepted rate

- v) The payouts will be for -5- years only. After 5th year the agreement will be reviewed on mutually agreed terms.
- vi) The Commercial bid score (**B**) will be calculated as under.

$$\left[\frac{C(\text{low})}{C} * 100 * 0.10 + \frac{O(\text{low})}{O} * 100 * 0.40 + \frac{D(\text{low})}{D} * 100 * 0.50 \right] * 0.30$$

Where C stands for the One Time Development Cost quoted, C (low) stands for One Time Development Cost quoted by the lowest Bidder, O stands for Opex price quoted, O(low) stands for Opex price quoted by the lowest Bidder and D stands for the Digital Marketing price quoted, D(low) stands for the Digital Marketing price quoted by the lowest Bidder.

- **Illustration for arriving at total score (A+B):**

- Working of Technical evaluation Score:

Bidder	Technical Evaluation Marks (T)	(T / T _{High}) (%)
X	95 (T _{High})	95/95 = 100.00
Y	85	85/95 = 89.47
Z	80	80/95 = 84.21



- o Working of Commercial evaluation Score:

Bidder	One Time Development Cost (Weightage 10%)	Opex (Per Sanctioned lead) (Weightage 40%)	Digital Marketing (Per Converted lead) (Weightage 50%)	Marks awarded to Bidder
X	150,00,000 (C)	200 (O)	1000 (D)	76.67
Y	100,00,000 (C _{Low})	400	1200	58.33
Z	200,00,000	150(O _{Low})	800(D _{Low})	95.00

Formula:

$$\frac{(C(\text{low}) * 100 * 0.10)}{C} + \frac{(O(\text{low}) * 100 * 0.40)}{O} + \frac{(D(\text{low}) * 100 * 0.50)}{D}$$

Detailed working for Bidder X:

$$(100,00,000/150,00,000 * 100 * 0.10) + (150/200 * 100 * 0.40) + (800/1000) * 100 * 0.50$$

4.2.3 Weighted Evaluation:

Bidder	Technical Evaluation Marks	Weighted (70%) Technical Score (A)	Commercial Evaluation Marks	Weighted (30%) Commercial Score (B)	Final Score (S) (A+B)
X	100.00	100.00*70% = 70.00	76.67	76.67*30% = 23.00	93.00
Y	89.47	89.47*70% = 62.79	58.33	58.33*30% = 17.50	80.29
Z	84.21	84.21*70% = 58.95	95.00	95.00*30% = 28.50	87.45

- In the above example, X, with the highest score becomes the successful Bidder.
- In case of more than one Bidder with equal highest score (S) upto three decimal, then number of decimal will be increased. The decision of the Bank shall be final and binding on all the Bidders to this document. The Bank reserves the right to accept or reject an offer without assigning any reason whatsoever.
- Bank reserves the right to negotiate the price with the finally short listed Bidder before awarding the contract. It may be noted that Bank will not entertain any price negotiations with any other Bidder, till the Least Price Bidder declines to accept the offer.

4.2.4 Estimated volume:

The estimated first year volume from E-LOANS platform is as follows:

Type of lead	No. of leads
High Tech	106300
Low Tech	32000

Note: These are ONLY indicative based on business estimates. The Bank owns no responsibility or offers no commitment towards such estimates. The actual volume may be substantially different from projected volume.



5. Terms and conditions

5.1 General Terms

- 5.1.1 The Bank expects the Bidder to adhere to the terms of this bid document and would not accept any deviations to the same. If the Bidder has absolutely genuine issues only then should they provide their nature of non-compliance to the same in the format provided in Annexure - 13 Comments Format. The Bank reserves its right to not accept such deviations to the bid terms.
- 5.1.2 The Bank expects that the Bidder appointed under the bid document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.
- 5.1.3 Unless agreed to specifically by the Bank in writing for any changes to the bid document issued the Bidder responses would not be incorporated automatically in the bid document.
- 5.1.4 Unless expressly overridden by the specific agreement to be entered into between the Bank and the Bidder, the bid document shall be the governing document for arrangement between the Bank and the Bidder.

5.2 Rules for Responding to this RFP

- 5.2.1 Last date for submission of bids is as mentioned in **[A] Important Dates (Point 4)**
- 5.2.2 All responses received after the due date/time would be considered late and would be liable to be rejected.
- 5.2.3 All responses should be in English language. All responses by the Bidder to this bid document shall be binding on such Bidder for a period of -6- months after opening of the commercial bids.
- 5.2.4 All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the Bidders and may be accepted by the Bank form part of final contract between the Bank and the selected Bidder. Bidders 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.
- 5.2.5 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 -06- 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.
- 5.2.6 The Bidder may withdraw its offer after submission, provided that, the Bank, prior to the closing date and time, and receives a written notice of the withdrawal prescribed for submission of offers. No offer can be withdrawn by the Bidder subsequent to the closing date and time for submission of the offers.
- 5.2.7 The Bidder is required to quote for all the components/services mentioned in the Section 3 "Functional Requirements: E-LOANS platform - 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.

5.2.8 In case of discrepancy in soft copy and hard copy of the bids, the Bidders 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.

5.2.9 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.

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

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

5.2.12 The Bank is not responsible for any assumptions or judgments made by the Bidder for proposing and preparing the response to this RFP. The Bank's interpretation will be final.

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

5.2.14 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.

5.2.15 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 etc., as mentioned in the bid document circulated by the Bank. Bidder shall be fully responsible for deviations to the terms & conditions etc. as proposed in the bid document.

5.2.16 Bid by Related Parties:

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

- A. Bids submitted by the holding company and its subsidiary
- B. Bids submitted by two or more companies having common director/s
- C. Bids submitted by two or more Limited Liability Partnership (LLP) firms having common partners



- D. Bids submitted by two or more companies in the same group of promoters/ management
- E. Any other bid in the sole discretion of the Bank is in the nature of multiple bids.

5.3 Commercial/Price Bids

- 5.3.1** 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 commercial bids would be communicated separately to the eligible Bidders post the completion of the eligibility and technical evaluation.
- 5.3.2** The prices and other terms offered by Bidders must be firm for an acceptance period of - 6- months from the opening of the commercial bid.
- 5.3.3** The prices quoted by the Bidder shall be inclusive of all taxes, duties, levies etc. except GST. 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.
- 5.3.4** 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. The benefit or burden of other taxes quoted separately as part of the commercial bid like GST 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. GST whichever is applicable, if any, will be paid by the Bank on production of relative payment receipts / documents. Necessary documentary evidence should be produced for having paid the GST, if applicable, and or other applicable levies.
- 5.3.5** 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.
- 5.3.6** 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.



5.4 Price Comparisons

- 5.4.1** The Price offer shall be on a fixed price basis and should be inclusive of all taxes, duties, levies etc. except GST (wherever applicable) which will be paid. 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.
- 5.4.2** The successful Bidder will be determined on the basis of evaluation mentioned in Clause 4 above.
- 5.4.3** 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 Bidders 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 Bidders 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 Bidders agree that they have no reservation or objection to the normalization process and all the technically short listed Bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The Bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.
- 5.4.4** Prices quoted by the Bidder should be inclusive of all taxes, duties and levies of whatsoever nature excepting GST, if any. The Bidder is expected to provide a breakup of the taxes indicated in the commercial bid format. The Bidder is expected to provide the tax types and tax percentage in both the commercial and masked bids (without amounts being submitted in the technical response).
- 5.4.5** 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.
- 5.4.6** The Bidder must provide and quote for all products 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.

5.5 Bid Security and Performance Guarantee

5.5.1 Bid Security/Earnest Money Deposit(EMD)

- A. The Bidder shall furnish, as part of its commercial bid, Bid Security/Earnest Money Deposit (EMD) of an amount of Rs.20,00,000/-(Rupees Twenty Lacs Only) 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 BOB) located in India, valid for -8- months from the bid closing date, in the format provided in the RFP (Annexure – 4). The Demand Draft should be of a Commercial Bank only and will be accepted subject to the discretion of the Bank.
- B. Commercial Offers made without the Bid Security/Earnest Money Deposit (EMD) will be rejected.



- C. The amount of Bid Security/Earnest Money Deposit (EMD) would be forfeited in the following scenarios:
- In case the Bidder withdraws the bid prior to validity period of the bid for any reason whatsoever;
 - In case the Bidder refuses to accept and sign the contract as specified in this document within -1- month of issue of work order /letter of intent for any reason whatsoever or
 - In case the Bidder fails to provide the performance guarantee within -30- days from the purchase order date, for any reason whatsoever.

5.5.2 Performance Guarantee

- A. The successful Bidder shall provide a Performance Guarantee of Rs.50,00,000/- (Rupees Fifty lacs only) within -30- days from the date of letter of appointment or signing of the contract whichever is earlier in the format as provided in Annexure - 15. The guarantee should be of that of a nationalized Bank only, other than Bank of Baroda. In case the selected Bidder withdraws his Bid before furnishing the Performance Guarantee, the earnest money deposit taken from the Bidder, will be forfeited. The Performance Guarantee shall be for the entire period of the contract plus -3- months and such other extended period as the Bank may decide for due performance of the project obligations.
- B. In the event of non-performance of obligation or failure to meet terms of this Bid 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.
- C. 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.
- D. If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order/ contract and the Bid Security/Earnest Money Deposit (EMD) taken from the Bidder, will be forfeited.

5.6 Others

- 5.6.1** 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.
- 5.6.2** 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.
- 5.6.3** The terms and conditions as specified in the RFP and addendums thereafter are final and binding on the Bidders. 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.



- 5.6.4** The Bidder must strictly adhere to the implementation schedule specified in their proposal. Failure to meet these implementation schedules, 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 bid document) due to the Bidder's inability to meet the established time schedule, that Bidder will be responsible for any loss, as assessed by the Bank which is undisputable, suffered by the Bank.
- 5.6.5** 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. 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.
- 5.6.6** The Bidder shall represent that the services provided and/or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The Bidder further represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the 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.
- 5.6.7** All terms and conditions, payments schedules, time frame for expected service levels as per this bid 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, time frame for site availability etc. as mentioned in this bid document.
- 5.6.8** 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.



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

- A. Will not violate or contravene any provision of its documents of incorporation;
- B. 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;
- C. 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;
- D. 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.

5.6.10 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.

5.6.11 The Bank would not assume any expenses incurred by the Bidder in preparation of the response to this RFP and also would not return the bid documents to the Bidders.

5.6.12 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.

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

5.6.14 The Bidder shall deploy and engage suitably experienced and competent personnel as may reasonably be required for the performance of the services. During the currency of this agreement, Bidder shall not substitute the key staff identified for the services mentioned in this Agreement.

5.6.15 Bidder shall withdraw or bar any of its employee/s from the provision of the services if, In the opinion of BOB:

- A. The quality of services rendered by the said employee is not upto the satisfaction of the BOB; or
- B. The engagement or provision of the services by any particular employee is prejudicial to the interest of BOB.



5.7 Other RFP Requirements

- 5.7.1** This bid 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 bid document and its subsequent addendums as it deems necessary at its sole discretion. The Bank will inform all Bidders about changes, if any.
- 5.7.2** The Bank may revise any part of the bid document, by providing a written addendum at stage till the award of the contract. The Bank reserves the right to issue revisions to this bid document at any time before the award date.
- 5.7.3** The Bank reserves the right to extend the dates for submission of responses to this document.
- 5.7.4** Bidders shall have the opportunity to clarify doubts pertaining to the bid document in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to the RFP Coordinator, Bank of Baroda at the address mentioned earlier, 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 Bidders 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.
- 5.7.5** 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 Bidders and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.
- 5.7.6** Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all Bidders for clarification of their offer. The Bank has the right to disqualify the Bidder whose clarification is found not suitable to the proposed project.
- 5.7.7** No Commitment to Accept Lowest bid or Any Bid – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Bid 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.
- 5.7.8** 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.



- 5.7.9** 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.
- 5.7.10** Right to Alter– The Bank reserves the right to alter the requirements specified in the RFP document. 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
- 5.7.11** Details of Sub-contracts, as applicable – If required by the Bank, Bidder 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.
- 5.7.12** If the Bank is not satisfied with the technical specifications in any Bid and observes major deviations, the technical bids of such Bidders will not be short-listed for selection. No further discussions shall be entertained with such Bidders in respect of the subject technical bid.
- 5.7.13** There will be an acceptance test by the Bank or its nominated consultants after installation / integration of the systems. In case of discrepancy in the solution / services provided, the Bank reserves the right to cancel the entire purchase contract and the Bidder should remove their solution 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. The support for the solution supplied/provided by the Bidder pursuant to this Bid and subsequent Agreement will commence after acceptance testing.
- 5.7.14** The Bidder(s) getting the contracts shall implement and maintain solution / service supplied/provided through this Bid, at locations designated by the Bank or at such Centers as the Bank may deem fit and the changes, if any, in the locations will be intimated to the Bidder.
- 5.7.15** 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 all the Solution/services supplied/ provided by them to 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 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. Indemnity would be limited to court or arbitration awarded damages and 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 its customers and/or regulatory authorities due to the failure of the Bidder to perform its obligations.



- 5.7.16** Letter of Undertaking from OSD/OEM (Annexure - 8) - The Bidder should furnish a letter from original equipment manufacturer (OEM) authorizing the Bidder to quote for OEM/ OSD's product in response to the RFP from the Bank. The said letter should also offer to extend the required support from the OEM/OSD in respect of the items stipulated in the RFP.
- 5.7.17** Undertaking on Information Security (Annexure - 9) - The Bidder should furnish a letter both from the original equipment manufacturer (wherever applicable) and also from the Bidder's 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.
- 5.7.18** The Bidder shall perform its obligations under this RFP as an independent contractor, and may engage subcontractors to perform any of the Deliverables or Services with prior permission from the Bank. Neither this RFP nor the Bidder's performance of obligations under this RFP 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.
- 5.7.19** 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.
- 5.7.20** 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.

5.8 Terms of Reference

5.8.1 Delivery

- A. E-LOANS platform must be implemented as per project scope -160- days from the date of purchase order.
- B. Bidder will have to pay penalty (to Bank of Baroda @ Rs.5,00,000 (Rupees Five lacs only) exclusive of all taxes, duties, levies etc., per week or part thereof, for late implementation beyond due date of implementation, to a maximum of Rs.50,00,000 (Rupees Fifty Lakhs Only). If delay exceeds two weeks from due date of delivery, Bank of Baroda reserves the right to cancel the entire order and recover the damages from Bidder.



- C. If penalty exceeds the maximum of Rupees Fifty Lakhs, Bank may de-list the Bidder from participating any of our Banks bid in future for a period of -2- years.
- D. Any part of the service / solution 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.

5.8.2 Contract period and renewal

The Contract will be for a period of -05- years from the GO LIVE date of Phase 1. Thereafter the contract may be renewed on mutually acceptable terms at the discretion of the Bank.

5.8.3 Payment Terms

The Bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the Bidders must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder.

Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the Bank during the course of the assignment, the Bank will not pay the fees quoted by the Bidder in the price bid against such activity/item.

Broad terms of the payment will be released as follows:

A. One Time Development Cost:

Phase 1	50% of the One Time Development Cost after completion of Phase 1 and final acceptance test to be signed by both Bank's identified Project Manager & Bidder's representative.
Phase 2	50% of the One Time Development Cost after completion of Phase 2 and final acceptance test to be signed by both Bank's identified Project Manager & Bidder's representative.

- The payment shall be made on successful delivery of E-LOANS platform as per aforesaid stages, plus applicable GST. Bidder shall submit required documents as prescribed by the Bank for payments.
- Further an amount of 10% of One Time Development Cost will be paid annually as Minimum Guaranteed Payment. The payment will be due -1- year after implementation and shall be effective for a period of -5- years from GO LIVE date of Phase 1.

B. Opex:

Opex will be paid only on converted leads on monthly basis. The converted leads will be classified by the Bank, on the basis of High Tech integration & Low Tech Integration, as described above in Clause 4.2.2 (B). The payout for converted leads with Low Tech integration will be 50% of the High Tech integration quote.



C. Digital Marketing:

Leads generated and converted through Digital Marketing carried out by the Bidder will be reviewed on weekly basis and payout will be on yearly basis, as per eligibility criteria enumerated above.

D. Other conditions:

- i) There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the Bidders throughout the contract period. But, any benefit arising out of any subsequent reduction in the prices due to reduction in duty & taxes after the prices are fixed and before the delivery should be passed on to the Bank.
- ii) If Bank is made aware that the Bidder is offering similar services to any other entity at lower price then Bidder will have to refund the higher charges levied to the Bank.
- iii) Payment will be released by the Bank, as per above payment terms on submission of MIS reports generated by the company and subsequently verified by the Bank and should be paid by the Bank within a period of -30- days from the date of invoice receipt by the Bank.
- iv) 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.

6. General Terms and Conditions

6.1 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 -30- 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.

6.2 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.

6.3 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.

6.4 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 -15- calendar days. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform Bidder's obligations under this Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of -3- months, the Bank and Bidder shall hold consultations in an endeavour to find a solution to the problem.



6.5 Assignment

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

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

6.6 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 RFP 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 RFP 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.

6.7 Confidentiality

6.7.1 The Parties acknowledge that in the course of performing the obligations under this RFP 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:

- A. Relates to the Disclosing Party; and
- B. 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
- C. Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
- D. 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.
- E. "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.
- F. Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus -2- 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.

- G. 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.

6.7.2 The Parties will, at all times, maintain confidentiality regarding the contents of this RFP 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 RFP, 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 RFP 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:

- A. 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
- B. 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:

- i) 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
- ii) 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
- iii) 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
- iv) 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
- v) The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party
 - 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
 - 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
 - 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
 - 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
 - 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:



- 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;
- 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;
- is furnished by others to the receiving party without restriction of disclosure;
- is thereafter rightfully furnished to the receiving party by a third party without restriction by that third party on disclosure;
- 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
- was independently developed by the receiving party without the help of the Confidential Information.

6.7.3 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.

6.7.4 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.

6.7.5 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.



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

6.8 Termination

Bank shall have the option to terminate this RFP any time or at any stage without giving notice. Bank also shall have right to terminate any subsequent agreement and / or any particular order, in whole or in part by giving Bidder at least -3- months prior notice in writing. It is clarified that the Bidder shall not terminate the subsequent Agreement for convenience.

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

- A. Such breach is not cured within -30- Working Days after Bank gives written notice; or
- B. if such breach is not of the type that could be cured within -30- Working Days, failure by Bidder to provide Bank, within -30- Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or

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

- A. 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;
- B. 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 -21- days;
- C. 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
- D. 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 RFP and subsequent Agreement for any reason whatsoever would be a slow process over a period of -6- months, after the completion of the notice period of -3- months. During this period, the Bidder shall continue to provide the Deliverables and the Services in accordance with this RFP and subsequent Agreement and shall maintain the agreed Service levels.

Immediately upon the date of expiration or termination of the RFP 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 RFP and subsequent Agreement, Bank shall pay to Bidder, within -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 RFP 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 endeavours 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.

6.9 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.

6.10 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.

6.11 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.

6.12 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 Bidder's premises without prior notice to ensure that data provided by the Bank is not misused. The Bidder shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank.

6.13 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 RFP 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.

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.

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.

6.14 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:

- A. Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RFP; and/or
- B. an act or omission of the Bidder and/or its employees, agents, sub-contractors in performance of the obligations under this RFP; and/or
- C. claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or
- D. 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
- E. 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
- F. any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- G. breach of confidentiality obligations of the Bidder contained in this RFP; and/or
- H. 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:



- A. Notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim; and
- B. 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:

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

6.15 Corrupt and Fraudulent Practices

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

- A. "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
- B. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

Bidders responding to this RFP need to sign the Integrity Pact (IP) as per attached Annexure - 11 which will be also signed by Banks representative.



6.15.2 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.

6.15.3 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.

6.16 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.

6.17 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.

6.18 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.

6.19 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 -2- months from the date of acceptance of letter of appointment or as intimated by the Bank. The stamp duty / registration charges if any related to execution of the agreements shall be borne by the selected Bidder.

6.20 Right to Reject Bids

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

- A. It is not in conformity with the instructions mentioned in the RFP document.
- B. It is not accompanied by the requisite Application Money and Bid Security/Earnest Money Deposit (EMD)
- C. It is not properly or duly signed.



- D. It is received through Telex / telegram / fax
- E. It is received after expiry of the due date and time.
- F. It is incomplete including non- furnishing the required documents.
- G. It is evasive or contains incorrect information.
- H. There is canvassing of any kind.
- I. It is submitted anywhere other than the place mentioned in the RFP.

6.21 Limitation of Liability

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

6.22 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 RFP 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 RFP 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 Bidder's warranty and obligation.

6.23 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.

6.24 Regulatory Requirements

The Bidder will provide and implement all updates (including regulatory updates, if any) and upgrades, customization, patches, enhancement, improvement or modification in time and without any default at no additional cost to BOB. The Bidder shall, from time to time and in timely manner, make such modifications to the existing software so as to ensure that the existing software conform to the regulatory requirements.

6.25 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 (Digital Banking and Fintech) at fintech.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. 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.

**BID - TABLE OF CONTENTS****Eligibility Cum Technical Bid envelope to contain the following**

Section #	Section Heading	Proforma Given
1	Covering letter certifying eligibility criteria compliance	Bidder to provide
2	Eligibility criteria compliance with Bidder comments	Annexure 02
3	Credential letters / Purchase orders / Supporting documents	Bidder to provide
4	Application Money Demand Draft	Bidder to provide
5	Bid Security/ Earnest Money Deposit (EMD) Letter along with DD	Annexure 03
6	Bid Security/Earnest Money Deposit in the form of Bank Guarantee	Annexure 04
7	General Undertaking	Annexure 05
8	Conformity with Hard Copy	Annexure 06
9	Conformity Letter	Annexure 07
10	Letter of Undertaking from OSD / OEM	Annexure 08
11	Undertaking of Information Security	Annexure 09
12	Executive Technical Summary	Bidder to provide
13	Copy of the RFP document along with the addendum duly sealed and signed on all the pages of the document.	Bidder to provide
14	Pen drive containing soft copy of the Annexure and the scanned copies of supporting documents.	Bidder to provide
15	Masked price bid (Please note that the masked price bid should be exact reflection of the commercial bid except that the masked price bid should not contain any financial information)	Annexure 10
16	Integrity Pact	Annexure 11
17	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	Bidder to provide

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Date:



Commercial Bid envelope to contain the following:

Section #	Section Heading	Pro-forma Given
1	Covering letter on submission of Commercial Bid	Bidder to provide
2	Conformity with Hard Copy	Annexure 06
3	Commercial Bid	Annexure 12
4	Pen drive containing soft copy of the commercial bids	Bidder to provide

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Date:

**ELIGIBILITY CRITERIA COMPLIANCE**

#	Financial and Other Requirement	Supporting Required	Criteria to be met by	Bidder Comments
General				
1	Bidder must be a Government Organization / PSU / PSE / partnership firm / LLP or private / public limited company in India at least for the last -2- years.	Documentary Proof to be attached (Certificate of Incorporation)	Prime Bidder	
2	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.	Self-undertaking	Prime Bidder	
3	The Bidder to provide an undertaking on his letter head that all the functional and technical requirements highlighted as part of Technical Scope are covered in totality in the proposal submitted by the Bidder.	Letter of confirmation from Bidder.	Prime Bidder	
4	Should have fulfilled its tax obligation to the Govt.	Self-undertaking	Prime Bidder	
5	Should not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or judicial officer, not have its business activities suspended and must not be subject to legal proceedings for any of the foregoing reasons.	Self-undertaking	Prime Bidder	

RFP Document for Procurement, Implementation and Maintenance of E-LOANS Platform for Straight Through Origination and Processing of Loan applications



#	Financial and Other Requirement	Supporting Required	Criteria to be met by	Bidder Comments
6	Should not have, and their directors and officers not have, been convicted to any criminal offence related to their professional conduct or the making false statements or misrepresentations as to their qualifications to enter into a Procurement Contract within a period of -2- years preceding the date of RFP or not have been otherwise disqualified pursuant to debarment proceedings.	Self-undertaking	Prime Bidder	
	<u>FINANCIALS</u>		Prime Bidder	
1	The Bidder must have registered a turnover of Rs.50 Crores or above (from Indian Operations only) in each year during the last two completed financial years – 2015-16 and 2016-17	Audited Financial statements for the financial years 2015-16 and 2016-17 or Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualifications.	Prime Bidder	
2	Should have a positive EBITDA in the last two financial years.	Audited Financial statements for the financial years 2015-16 and 2016-17 or Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification	Prime Bidder	
3	Should have a positive net worth in the last two financial years. Net worth is to be calculated as follows: Capital Funds (Paid up equity capital + Paid up preference	Audited Financial statements for the financial years 2015-16 and 2016-17 or Certified letter from the Chartered Accountant. The CA certificate in this regard	Prime Bidder	



#	Financial and Other Requirement	Supporting Required	Criteria to be met by	Bidder Comments
	shares + Free reserves) – (Accumulated balance of loss + Balance of deferred revenue expenditure + Other intangible assets).	should be without any riders or qualification		
C	Experience & Support Infrastructure			
	Should be in the business of development of software/system for loan origination/management	Documentary Proof of order / contract copy / customer credentials/Email from client	Prime Bidder	
	Must have implemented/ implementing the similar platform at least in 1 BFSI organization in India/Globally	Documentary Proof of order / contract copy / customer credentials/Email from client/reference letters	Prime Bidder	
	Bidder should have Digital Marketing capabilities to carry out effective Digital Marketing to ensure success of the lending platform.	Documentary proof of availability of certified Digital Marketing professionals or tie-up with specialised agencies involved in Digital Marketing.	Prime Bidder	
	Bidder should have direct support offices in Mumbai and Hyderabad. In case direct support office of the Bidder is not present in Hyderabad / Mumbai then an undertaking to be provided by the Bidder stating that direct support would be provided by the Bidder at Hyderabad / Mumbai within 24 hours.	Self-Undertaking		
	Technical			
	The Bidder should be an OSD/ OEM or authorized partner of OSD/ OEM for supply of	Letter of confirmation from OSD/ OEM need to be submitted.		



#	Financial and Other Requirement	Supporting Required	Criteria to be met by	Bidder Comments
	licenses and solution implementation and maintenance support under warranty / AMC / ATS for the solution.			
	If Bidder (partner of Original Solution Developer (OSD)) is not able to fulfill its obligation to support the solution during the contract period, OSD/ OEM will have to ensure support as per contract. An undertaking from the OSD/ OEM to this effect must be submitted.	Letter of confirmation from OSD/ OEM need to be submitted.		

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Date:



BID SECURITY/ EARNEST MONEY DEPOSIT (EMD) LETTER

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

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

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

Place: _____

Date: Seal and signature of the Bidder



BANK GUARANTEE (BG) IN LIEU OF BID SECURITY/ EARNEST MONEY DEPOSIT (EMD)

To

The General Manager,

(Digital Banking & Fintech)

Bank of Baroda, Baroda Corporate Centre

C-26, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051

WHEREAS _____ (hereinafter called "the Bidder") has submitted its bid dated _____ (date of submission of bid) for providing E-LOANS platform in response to Request for Proposal (RFP) No. _____ (hereinafter called "the Bid") issued by Bank of Baroda.

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

THE CONDITIONS of this obligation are:

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

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

This guarantee will remain in force up to and including -8- months 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. BIDDER SHOULD ENSURE THAT THE SEAL & CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG

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



GENERAL UNDERTAKING

To

The General Manager,

(Digital Banking & Fintech)

Bank of Baroda, Baroda Corporate Centre

C-26, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051

Sir,

Sub: RFP of procurement of E-LOANS platform

1. Having examined the Bid Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer services, 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 Bid Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Bid.
2. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Bid Document.
3. We agree to abide by this Bid Offer for -6- months from date of Bid closure date 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 confirm that we will abide by all the terms and conditions contained in the RFP.
8. We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of Bidders.



9. All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.
10. We confirm that this response, for the purpose of short-listing, is valid for a period of six months, from the date of expiry of the last date for submission of response to RFP.
11. We confirm that we have noted the contents of the RFP and subsequent addendums, communications and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.
12. We certify that we have provided all the information requested by the Bank in the format requested for. We also understand that the Bank has the exclusive right to reject this offer in case the Bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

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



CONFORMITY LETTER WITH HARDCOPY

(to be given by all the Bidders participating in the RFP on their official letterheads)

The General Manager,

(Digital Banking & Fintech)

Bank of Baroda, Baroda Corporate Centre

C-26, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051

Sir,

Sub: RFP for the procurement of E-LOANS platform

Further to our proposal dated, in response to the Request for Proposal (Bank's bid 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 bid 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:

Bidder's Corporate Name

Address

Email and Phone #



CONFORMITY LETTER

(to be given by all the Bidders participating in the RFP on their official letterheads)

To

The General Manager,

(Digital Banking & Fintech)

Bank of Baroda, Baroda Corporate Centre

C-26, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051

Sir,

Sub: RFP for the procurement E-LOANS platform

Further to our proposal dated, in response to the Request for Proposal (Bank's bid 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 bid documents issued by the Bank. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #



LETTER OF UNDERTAKING FROM OSD / OEM

(This letter should be on the letterhead of the OEM / OSD / Manufacturer duly signed by an authorized signatory)

The General Manager,

(Digital Banking & Fintech)

Bank of Baroda, Baroda Corporate Centre

C-26, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051

Sir,

Sub: RFP for Procurement, Implementation & Maintenance of E-LOANS platform

We (Name of the OSD / OEM) who are established and reputable manufacturers / developers of having factories at, and do hereby authorize M/s (who is the Bidder submitting its bid pursuant to the Request for Proposal issued by the Bank) to submit a Bid and negotiate and conclude a contract with you for supply of which are manufactured / developed by us against the Request for Proposal received from your Bank by the Bidder and we have duly authorized the Bidder for this purpose.

We undertake to perform the obligations as set out in the RFP in respect of such services and hereby extend our support and services through M/s..... during the -5- year contract period as per terms and conditions of the RFP.

We assure you that in the event of M/s not being able to fulfil its obligation as M/s Bidder in respect of the terms defined in the RFP, (OEM / OSD Name) would continue to meet these either directly or through alternate arrangements without any additional cost to the Bank.

Yours Faithfully

Authorized Signatory

Name:
Phone No.
Fax
Email



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,

(Digital Banking & Fintech)

Bank of Baroda, Baroda Corporate Centre

C-26, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051

Sir,

Sub: RFP for Procurement, Implementation & Maintenance of E-LOANS platform

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

Yours faithfully,

Authorized Signatory Name:

Designation:

Bidder's Corporate Name Address

Email and Phone #

**MASKED COMMERCIAL BID**

The Bidder is expected to quote the costs for all items required for fully complying with the requirements of the RFP and the addendums in the respective sections of the price bid. The prices for the respective sections would be deemed to include all components required to successfully utilise the solution.

The commercial bid evaluation will be done on the basis of total cost, which is a sum of total system cost and total installation cost.

Parameter	Costing (Rs.)
One Time Development Cost	xxx

Parameter	Costing (Rs.)
Opex Cost (Per converted lead basis)	xxx
Digital Marketing (Per converted lead basis)	xxx

Note:

- a. For each of the above items provided the bidder is required to provide the cost for every line item.
- b. The bidder needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the bidder would need to provide the same without any charge. Bidder should make no changes to the quantity.
- 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 Opex Charges need to include all services and other requirement as mentioned in the RFP.
- f. The bidder has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations.
- g. The prices quoted by the bidder shall be all inclusive, that is, inclusive of all taxes, duties, levies etc. except GST (wherever applicable) which will be paid extra.

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name



INTEGRITY PACT

PRE CONTRACT INTEGRITY PACT General This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of _____ month, 20____, between, on one hand, Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisitions and Transfer of Undertakings) Act, 1970 having its head office at Mandvi Baroda, and its Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai-400051 (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/ Equipment/ Item/ Services) and the BIDDER/Seller is willing to offer/ has offered the said stores/ equipment/ item/ services and

WHEREAS the BIDDER is a private company/ public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking performing its functions on behalf of the President of India.

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

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

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

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

1.0 Commitments of the BUYER

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



In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

2. Commitments of BIDDERS

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

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



2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be closed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

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

3. Previous Transgression

3.1 The BIDDER declares that no previous transgression occurred in the last -3- years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4. Earnest Money (Security Deposit)

4.1 While submitting commercial bid, the BIDDER shall deposit an amount (shall be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

- i) Bank Draft or a Pay Order in favour of Bank of Baroda
- ii) A confirmed guarantee by an Indian Nationalized Bank other than Bank of Baroda, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- iii) Any other mode or through any other instrument (to be specified in the RFP).

4.2 The Earnest Money/Security Deposit shall be valid upto a period of -7- years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

5. Sanctions for Violations

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

5.1.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

5.1.2 The Earnest Money Deposit (in pre-contract stage) and/ or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

5.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.



5.1.4 To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of Bank of Baroda, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

To encash the advance Bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

5.1.6 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

5.1.7 To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of -5- years, which may be further extended at the discretion of the BUYER.

5.1.8 To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

5.1.9 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

5.1.10 Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6. Fall Clause

The BIDDER undertakes that it has not supplied/ is not supplying similar product/ systems or subsystems/ services at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU and if it is found at any stage that similar product/ systems or sub systems/ services was supplied by the BIDDER to any other Ministry/ Department of the Government of India or a PSU at a lower price within a period of -1- year before and after bid submission date, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

7. Independent Monitors

7.1 The BUYER will be appointing Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.



- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER I BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8. Facilitation of Investigation

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

9. Law and Place of Jurisdiction

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

10. Other Legal Actions

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

11. Validity

The validity of this Integrity Pact shall be from date of its signing and extend upto -5- years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after -6- months from the date of the signing of the contract.

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

12. The parties hereby sign this Integrity Pact at _____ on _____

BUYER

BIDDER

Name of the Officer:

Chief Executive Officer

Designation:

Department:

Witness

Witness

1. _____

1. _____

2. _____

2. _____

**COMMERCIAL BID FORMAT**

The Bidder is expected to quote the costs for all items required for fully complying with the requirements of the RFP and the addendums in the respective sections of the price bid. The prices for the respective sections would be deemed to include all components required to successfully utilise the solution.

The commercial bid evaluation will be done on the basis of total cost, which is a sum of total system cost and total installation cost.

Parameter	Costing (Rs.)
One Time Development Cost	

Parameter	Costing (Rs.)
Opex Cost (Per converted lead basis)	
Digital Marketing (Per converted lead basis)	

Note:

- h. For each of the above items provided the bidder is required to provide the cost for every line item.
- i. The bidder needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the bidder would need to provide the same without any charge. Bidder should make no changes to the quantity.
- j. 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.
- k. All Deliverables to be supplied as per RFP requirements provided in the tender.
- l. The Opex Charges need to include all services and other requirement as mentioned in the RFP.
- m. The bidder has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations.
- n. The prices quoted by the bidder shall be all inclusive, that is, inclusive of all taxes, duties, levies etc. except GST (wherever applicable) which will be paid extra.

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name



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, 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 :

Email ID:

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

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Date:



SERVICE LEVELS

The Bidder 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 Bidder 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 -6- months, after the completion of the notice period, and only after completion of the Bidders obligations under a reverse transition mechanism. During this period of Reverse Transition, the Bidder 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 the successful Bidder to adhere to the following minimum Service Levels:

- Any fault/ issue/ defect failure intimated by Bank through any mode of communication like call/ Email/ 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 Bidder.
- The Bidder should have 24X7X365 monitoring, escalation and resolution infrastructure.
- Onsite support engineer (L1 level) for initial -1- year from GO LIVE date of Phase 1 for smooth rollout, issue redressal, handholding, training, etc. Thereafter rate contract for L2 level engineer.
- Time bound problem addressing team (onsite/ offsite) for the complete contract period.
- Bidder to arrange for updation required in the system to meet the changes suggested by RBI/ Govt. of India/ towards compliance as part of ATS at no extra cost to Bank for the entire contract period. Any delay in meeting the timelines would result in penalty.

Bidder will have to guarantee a minimum uptime of 99.5%, calculated on a monthly basis. 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 – 24 hrs. per day for seven days a week. Unavailable Time - Time involved while the solution is inoperative or operates inconsistently or erratically.

Uptime Percentage	Penalty Details
A >= 99.5%	No Penalty
99.0% =< A < 99.5%	Rs. 25,000/- (Twenty Thousand) Per Month
98.5% =< A < 99%	Rs. 1,00,000/- (One Lac) Per Month
A < 98.5%	Rs. 5,00,000/- (Five Lacs) Per Month

The uptime percentage would be calculated on monthly basis and the calculated amount would be adjusted from every subsequent monthly payments. If Bidder 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 Bidder, the Bidder 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 Bidder 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	Description	Restoration Time	Resolution Time
Severity 1 Critical Business Impact	Directly reducing the Banks ability to conduct business > 50% business affected	12 Hours (Provide a workaround if resolution is not immediately possible)	5 working days (100% compliance)
Severity 2 Significant Business impact	<50% business affected	24 hours (Provide a workaround if resolution is not immediately possible)	10 working days (100% compliance)
Severity 3 Business Impact	Causing inconvenience, reduction in productivity of same staff	48 hours (Provide a workaround if resolution is not immediately possible)	12 days



PERFORMANCE BANK GUARANTEE

To
The General Manager,

(Digital Banking & Fintech)

Bank of Baroda, Baroda Corporate Centre

C-26, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051

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

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

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

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

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

1. We do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs.-(Rupees only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the Bidder of any of the terms and conditions contained in the PO and RFP and in the event of the Bidder committing default or defaults in carrying out any of the work or discharging any obligation under the PO or RFP document or otherwise in the observance and performance of any of the



terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs...../-(Rupees only) as may be claimed by you on account of breach on the part of the Bidder of their obligations or default in terms of the PO and RFP.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the Bidder has committed any such breach/ default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by Bank of Baroda shall be conclusive as regards the amount due and payable by us to you.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the Bidder after expiry of the relative guarantee period provided always that the guarantee shall in no event remain in force after (date) without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. You will have the fullest liberty without our consent and without affecting our liabilities under this Bank Guarantee from time to time to vary any of the terms and conditions of the PO and RFP or extend the time of performance of the contract or to postpone for any time or from time to time any of your rights or powers against the Bidder and either to enforce or forbear to enforce any of the terms and conditions of the said PO and RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Bidder or any other forbearance, act or omission on your part or any indulgence by you to the Bidder or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. /-(Rupees..... only) as aforesaid or extend the period of the guarantee beyond the said (date) unless expressly agreed to by us in writing.
5. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the Bidder or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the Bidder.
6. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Bidder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of 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 Bidder from time to time arising out of or in relation to the PO and RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
8. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, Email 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/Emailed.
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 un-cancelled and this Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

- 10. The Bank Guarantee shall not be affected by any change in the constitution of the Bidder or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
- 11. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
- 12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the Bidder shall have no claim against us for making such payment.
- 13. Notwithstanding anything contained herein above;
 - a) our liability under this Guarantee shall not exceed Rs./- (Rupeesonly)
 - b) this Bank Guarantee shall be valid and remain in force upto and including the date and
 - c) we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
- 14. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

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

For and on behalf of

Branch Manager

Seal and Address



TECHNICAL REQUIREMENT (PROJECT SCOPE)

Bank proposes to set up a responsive web based E-LOANS platform for Straight Through Origination and Processing (**One STOP**) solution for retail and business loans to streamline the marketing, sourcing, processing, approval and monitoring process. The platform shall also be an app based tablet/mobile solution for loan origination and processing by internal users. The platform would be hybrid in nature i.e. on premises and cloud based solution.

The aforesaid E-LOANS platform shall be an end to end Straight Through Process (STP) solution for catering all the functional, operational and reporting aspects of loans portfolios including but not limited to Unsecured Business Loans, Personal Loans, Auto Loans, Consumer Durable Loans, Point of Sale (POS) Loans and Education Loan etc.

The various modules in the proposed system should be interfaced with the tools like predictive analysis, scorecards, identity validation, business analytics, algorithms etc. based on Bank's requirement. The system should also be integrated with technology based automated credit underwriting module identified by Bank from any fintech companies/third party vendor/service providers.

The project shall be implemented in phased manner as under:

Phase 1	Phase 1 will consist of online unsecured Personal Loan (PL) and Business Loan (BL). This comprises 'Base platform setup' including 'tablet/mobile application' for internal users for loan origination and processing and related 'Integration & Digital Operations'.
Phase 2	Phase 2 shall encompass loans through channel partners (e.g. POS/Dealer/aggregators etc.), which requires deeper external integrations for products like Consumer Durables Loans, Education Loans etc.

Bidder to provide onsite support engineer (L1 level) for initial -1- year from GO LIVE date of Phase 1 for smooth rollout, issue redressal, handholding, training, etc. Thereafter rate contract for L2 level engineer.

1. Project Scope

Bank of Baroda invites bids from eligible Bidders to build/develop, supply, implement and maintain the above stated E-LOANS platform for straight through loan lifecycle management system of loan products as mentioned in Clause 3.1.2 of the RFP document. The detailed scope of work is explained in Clause 3 of RFP document. The successful Bidder(s) should conduct a thorough market and technology systems study/analysis, and submit a blueprint of the proposed solution design and architecture thereof.



1.1. Broad Scope of Work

The E-LOANS platform shall facilitate loan related functions in the Bank including, but not limited to:

Engagement Tracks	Key Deliverables
<p>Base Platform Setup</p>	<ol style="list-style-type: none"> 1. User interface and experience (UI/UX) 2. Product configuration and management 3. Login management and Dashboards solutions including: <ul style="list-style-type: none"> ▪ Dashboards for applicants, channel partners, fintech companies, agencies, Bank's designated branches (DBs) and for central processing unit ▪ Provision to upload scanned images of documents at multiple stages 4. Tablet/mobile application for origination and processing by internal user 5. Workflow Engine 6. Loan Processing and Management <ol style="list-style-type: none"> i. Overview ii. e-KYC module iii. Credit Appraisals and Technology based Underwriting & sanction module iv. Generation of pre-populated documents, forms and letters etc. v. e-Sign module vi. Collection, Recovery and Digital payment 7. Management Information System (MIS) and Audit trails 8. Analytical tools 9. Customer Assist (during entire loan lifecycle) <ol style="list-style-type: none"> i. Chat bot ii. Various communication channels including calls through Bank's Contact Centre, Email, SMS, missed call etc. iii. Various calculators – Eligibility, EMI etc. 10. Notification and Alerts Module for: <ol style="list-style-type: none"> i. Channel partners/ Fintech companies/ Agencies/ POS/ DBs ii. Feet on street/sales force through integration with SMS, App notification etc. iii. Organizational level (internal)
<p>Integration & Digital Operations</p>	<ol style="list-style-type: none"> 1. Digital Marketing tools and services <ol style="list-style-type: none"> i. Online activation and launch marketing ii. Innovative campaigns 2. Lead Generation Management 3. Integrations: <ol style="list-style-type: none"> i. Internal integrations [including Core Banking Solution (CBS) - push & pull, Customer Relationship Management System (CRMS), Contact Centre, Document Management System (DMS), Short Message Service (SMS), Email, Mobile banking, internet banking, Unified Payment Interface (UPI), Payment gateway (PG), Bank's loan collection, recovery module etc.]



Engagement Tracks	Key Deliverables
	<ul style="list-style-type: none"> ii. External integrations: Credit bureau, National Securities Depository Limited (NSDL), Aadhaar etc., various fintech channel partners, origination channels, feet on street/sales force and various service providers etc. 4. Application Program Interface (API) Management <ul style="list-style-type: none"> i. Internal APIs ii. External APIs 5. Channel Partners Management Module <ul style="list-style-type: none"> i. Channel partner on-boarding and service terms configuration ii. Performance management iii. Payout management
Ongoing Differentiation	Business and Technology Innovation <ul style="list-style-type: none"> i. Innovation track – Startup eco-system and possibilities to develop new products/solutions ii. Ideation track – sharing of global best practices and engaging business proposition iii. Periodic Benchmarking of E-LOANS platform

- 1.1.1. 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.
- 1.1.2. The Bidder is expected to provide the solution, including facility management, training, third party utilities (if any) and installation, testing, migration, providing requisite interfaces and provide technical support for a period of -5- years from GO LIVE date of Phase 1.
- 1.1.3. Implementation of the proposed solution should be completed within stipulated timelines as mentioned in [C] Timelines for Project Implementation of the RFP document.
- 1.1.4. By means of diagrammatic / pictorial representations, the Bidder should provide complete details of the hardware, software and network architecture of the E-LOANS platform offered, including the project plan for go live. Bidder to also provide security setup proposed in the solution and various layer of risk identification and mitigation measures.
- 1.1.5. The selected Bidder should also support the requisite certifications, integration, and maintenance, compliance, etc. and day to day operations on 24*7*365 basis.
- 1.1.6. The selected Bidder should host the solution at Bank's premise/ advised premise in High Availability mode, along with DR and a minimum uptime time of 99.50 %.
- 1.1.7. The Bidder shall do proactive monitoring and do capacity planning at regular intervals and advise the Bank on Hardware /Software upgrades. However, there should not be any additional cost to the Bank for any software upgrade or Hardware upgrade during the contract period as the Bank may use existing IT infrastructure or procure separately the required infrastructure based on the sizing proposed by the Bidder.



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

- 1.1.8. The selected Bidder should provide a separate Test/ Development /UAT environment.
- 1.1.9. The solution should have ability to generate various MIS reports as per regulators / statutory requirements. Bidder to arrange for necessary customizations wherever required during the contract period.
- 1.1.10. Bidder should provide the complete documentation including technical, operations, user manual, etc.
- 1.1.11. Following documents should be delivered by the Bidder to the Bank for every software including third party software before software/ service become operational, which includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, system configuration documents, system/ database administrative documents, debugging/ diagnostics documents, test procedures etc.
- 1.1.12. The Bidder should also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/ external modules and list of all documents relating to traceability of the Product as and when applicable. The Bidder should also provide the MIS reports as per requirement of the Bank.
- 1.1.13. Any level/ version changes and/ or clarification or corrections or modifications in the above mentioned documentation should be supplied by the Bidder to the Bank free of cost in timely manner.
- 1.1.14. Mandatorily comprehensive training (technical and functional separately) to Bank Staff, at least once in a year during the contract period. The training shall be provided as and when required by the Bank. Bidder shall train designated BOB officials/contractual manpower etc. on the configuration, operation/ functionalities, maintenance, support & administration for software/ hardware/ Database/Operating System (OS)/Middleware, application architecture and components, installation, troubleshooting processes of the proposed solution.
- 1.1.15. Training will need to be carried out onsite at Mumbai for IT team and through WebEx / Video Conference for users at various locations. The training program may be split into 2 groups i.e. Technical and Trainer level training. The bidders are required to indicate the optimum number of days/ hours needed for both Technical and User level training programs onsite at Mumbai.
- 1.1.16. Post Implementation support.
- 1.1.17. Escrow of application software.
- 1.1.18. Periodic benchmarking of proposed solution as desired by Bank.
- 1.1.19. The system should support online/ real-time comprehensive and customizable management dashboard.



- 1.1.20. The proposed solution should be capable of take care of both back-end [Bank side] and front-end [Customer side] of E-LOANS platform.
- 1.1.21. The proposed E-LOANS platform should have internal and external integration capability as detailed in the RFP document.
- 1.1.22. System integration testing will be followed by user acceptance testing, plan for which has to be submitted by the Bidder to the Bank. The UAT includes Functional tests, Resilience tests, Benchmark Comparisons, Operational tests, Load tests etc. BOB staff/ third Party vendor designated by the Bank will carry out the functional testing. Bank's staff/ third party vendor will need necessary on-site training for the purpose which should be provided by the Bidder. Bidder should carry out other testing like resiliency/ benchmarking/ load etc. Bidder should submit result log for all testing to the Bank.
- 1.1.23. The proposed E-LOANS platform should provide a robust MIS support by way of Dashboard with certain in built reports. These reports would inter alia cover extraction of data for various internal, external MIS and regulatory purposes including Transaction Monitoring activities. The dashboard has to be multi-level both at front end and back end as mentioned under Functional requirements in the RFP document. These reports should be generate for different domain like universal, country specific and frequency for generating these reports should be as per Bank's requirement (monthly, quarterly, annually etc).
- 1.1.24. The product should offer maximum flexibility in User administration for the Corporates while making available all the required user control tools at the hands of the Bank users.
- 1.1.25. The product should offer versatile but robust access controls and user rights controls – both physical and logical. The solution should support super administration for the Bank as whole as well as local administrators and user controls at country/ branch level.
- 1.1.26. The solution should support to customize the product for different jurisdictions as per the local Regulations as well as client needs.
- 1.1.27. The proposed E-LOANS platform should be capable of handling multi-product administration and services. In addition, the solution should be dynamic enough to configure for all types of operations, viz. centralized model, hub and spoke model and at regional centers. The solution needs to have an inbuilt feature of assigning/ reassigning tasks even across various branches/ regions or channel partners/agencies/fintechs.
- 1.1.28. The product should also have proven abilities of assisting the Bank in maintaining audit trails, audit logs of all its functions/ processes.
- 1.1.29. If there is any upgrade in Bank's internal software/system (e.g. CBS, Internet Banking, Email/SMS service etc.) then it is Bidder's responsibility to ensure that the integration with upgraded software/system is provided without affecting the normal course of business.
- 1.1.30. The solution should have ability to interface with other third party solutions like screening software solutions, transaction monitoring solutions, etc. The solution should also have the capability to generate alerts (Emails/ SMS) to applicants/ beneficiary. The solution must provide the capability of document upload and transfer both from customer and back-end. Bidder should clearly indicate the size/ type of document and scanning specifications for this facility, as also the bandwidth



needed. It is expected that the bidder clearly specifies the file types supported and the estimated bandwidth requirement for a given file size.

1.1.31. The solution/ software developed or customized should follow a standard development process to ensure that it meets functional, security, performance & regulatory requirements of the Bank.

1.1.32. The Bidder should comply with Bank's IS Security policy in key concern areas relevant to the RFP. Some of the key areas are as under:

- A. Responsibilities for data and application privacy and confidentiality.
- B. Responsibilities on system and software access control and administration.
- C. Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Bidder.
- D. Physical Security of the facilities, wherever required to be provided by the Bidder.
- E. Physical and logical separation from other customers of the Bidder, wherever required to be provided by the Bidder.
- F. Incident response and reporting procedures.
- G. Password Policy of the Bank.
- H. Data Encryption/ Protection requirement of the Bank.

Security requirement of the Bank will be shared with the successful bidder.

1.1.33. Backup System: Bidder will be responsible for Backup up of Application and Database as per the requirement of the Bank.

1.1.34. Test & Training: Exclusive Test & Training environment should be made available outside production area in the respective DC.

Functional Scoring Sheet: Functional scoring will be evaluated on following parameters as part of Technical evaluation.

S.N.	Parameters	Maximum Marks
1	Existing Solution: D. Base Platform (20 marks) E. Integration and Digital Marketing Operations (10 marks) A. Ecosystem connect and Innovation (10 marks)	40
2	Proposed Solution	20
3	Technical presentation	20
4	Site visit/Demo	05
5	Bidder capability	15
Total marks		100

The Bidder needs to achieve overall cut-off of -70- marks.



Score	Definition
3	Readily Available (RA)
1	Customization (CU)
0	Not supported/Unavailable (UA)
3	Excellent (E)
1	Good (G)
0	Average (A)

NOTE: This is a broad indicative list. Not all sub-sections carry equal weightage

Detailed Scoring Sheet:

S.N.	EVALUATION PARAMETERS	SCORE			Comments/ Remarks
		RA	CU	UA	
1	Existing Solution: (Weightage 40%)				
A.	Base Platform (Weightage 20%)				
i)	User interface and experience (UI/UX)				
ii)	Product configuration and management				
iii)	Login management and Dashboards solutions (for applicants, channel partners and internal users)				
iv)	Tablet application: (Key features: e-KYC, Bar/QR code scanning, OCR capability, various calculator etc.)				
v)	Workflow Engine				
vi)	Loan Processing and Management: (Credit appraisals and technology based underwriting, pre-populated documents generation, collection, recovery and digital payment)				
vii)	Management Information System (MIS) and Audit trails				
viii)	Analytical tools				
ix)	Customer Assist: (Chat bot, communication via e-mail, SMS, missed call etc.)				
x)	Notification and Alerts: (for Channel partners, feet on street, internal users)				



B	Integrations and Digital Marketing Operations (Weightage 10%)	RA	CU	UA	Comments/Remarks
i)	Digital marketing tools and services (own/acquired)				
ii)	Lead Generation Management (Including tagging leads to sources, lead gen module)				
iii)	Integrations: (Internal and external)				
iv)	Application Program Interface (API) Management: (Internal and external)				
v)	Channel Partners Management: (On-boarding, performance and payout management)				
C	Ecosystem connect and Innovation (Weightage 10%)	E	G	A	Comments/Remarks
i)	Existing connect with Start-ups/Fintechs and capability for ongoing innovation				
ii)	Have own venture fund investing in Start-ups from where synergies can be drawn				
2.	Proposed Solution (Weightage 20%)	E	G	A	Comments/Remarks
A	Digital Marketing: v) Online activation and launch marketing vi) Innovative campaigns, A/B testing, Search Engine Optimization (SEO), Search Engine Marketing (SEM), Cost per Click (CPC), Cost per Impression (CPM) campaigns, targeting and re-targeting campaigns vii) Interactive content, targeted offers and consistent branding across channels (mobile and web) viii) Content management (self-creation, aggregation from other content providers) to offer various promotional offerings, deals, product comparisons, trending products on other online marketplaces				
B	Market Research: v) Sharing of latest trends in tech & research insights vi) Sharing of global best practices vii) Gap Analysis (BoB v/s Market) viii) Global ongoing trends				



C	Architecture: vi) Component diagram vii) Data flow - concept diagram viii) Solution brief – Document ix) Network Bandwidth recommendation x) Scaling and sizing, capacity planning				
D	Quality of manpower deployment: v) Quality of man power: Program Manager having >10 years relevant experience in any 2 of the following areas: <ul style="list-style-type: none"> ▪ UI/UX, web & TAB app design ▪ Analytics ▪ API based integration ▪ Project management of -3- projects in BFSI vi) Quality of man power-Project Manager having >15 years relevant experience in any 2 of the following areas: <ul style="list-style-type: none"> ▪ UI/UX, web & TAB app design ▪ Analytics ▪ API based integration vii) Project Management capability viii) Engagement group capability				
2.	Proposed Solution cont. (Weightage 20%)	E	G	A	Comments/ Remarks
E	Program Management and Governance: xiv) Project management plan xv) Scope management plan xvi) Time management plan xvii) Quality management plan xviii) Engagement Group xix) Delivery group xx) Implementation Plan xxi) Post Implementation Plan xxii) Post Implementation support model xxiii) Software updgradation plan xxiv) Support resource plan & Skill set xxv) Ease of Integration/scalability/new requirements xxvi) Industry standards for Data exchange & Information Security				



F	Proposed Journey: iii) Responsive web solution: <ul style="list-style-type: none"> ▪ Customer Journey on the platform for PL/BL ▪ Partner (aggregator/CPV agency) Journey on the platform ▪ Ease of navigation for back end user on the platform iv) Tablet solution (for internal user): <ul style="list-style-type: none"> ▪ Internal user journey on the platform for loans through POS/Dealer ▪ Partner (Field agent/CPV agency) Journey on the platform ▪ Ease of navigation for back end user on the platform 				
G	Proposed Design (Elements of design): f. Colour Pattern g. Font & Edges h. Animations i. Placements j. Construct				
3	Technical presentation (Weightage 20%)	E	G	A	Comments/Remarks
A	Understanding the key objectives of RFP				
B	Key deliverables identified and Plan of action outlined. Maps to vision in addition to solving current problems				
C	Provides details of hardware and software components to be used				
D	Outlines solution overview. More than 50% of technical and functional specifications met				
E	Details of resources, prior experience and confidence of execution				
F	Implementation plan, milestones are discussed and Post implementation support models discussed				
G	Deviations, scope restrictions etc. (Less deviations and scope restrictions result in higher score)				
H	Product support, Training, handling scale, growth metrics and additional capabilities discussed				
I	Appetite for innovation and openness in solving problems (Not tied to product restrictions)				



J	Validity of suggested components, practices and hardware / software in near future				
K	Web/Tablet applications Wireframe				
L	Open innovation - India Stack (Aadhaar, UPI etc)				
M	Innovative Solutions				
N	Validity of suggested components, practices and hardware / software in near future				
4	Site visit/Demo (Weightage 05%)	E	G	A	Comments/ Remarks
A	Site Visits & Use case implementation demo				
5	Bidder capability (Weightage 15%)	E	G	A	Comments/ Remarks
A	Number of similar projects undertaken in BFSI with minimum tender value (TCO) of Rs.5.00 crores per project.				
TOTAL					