



TENDER FOR SELECTION OF VENDOR FOR SUPPLY, INSTALLATION AND MAINTENANCE OF NACH E-MANDATE VALIDATION TOOL

BCC:IT:PROC:109:71

Date: 11th Sept. 2017

A. BRIEF PROJECT REQUIREMENT

Bank of Baroda has a requirement for NACH e-Mandate Validation tool for processing the e-signed mandate as Destination Bank. The vendor must quote the specified product as per the technical details mentioned as part of Annexure 1 and should Supply, Install and Maintain the utility for a period of 3 years.

B. TENDER DELIVERY DETAILS

The vendors are requested to submit their Eligibility Cum Technical and Commercial bid in two separate sealed envelopes superscribed “**Eligibility Cum Technical Bid**” and “**Commercial bid**” respectively.

The vendors may submit their tenders:

• **Addressed to**

General Manager
CTO and Head (IT Projects and CRM)
Bank of Baroda, Baroda Sun Tower
7th Floor, IT Department, C-34, G Block,
Bandra Kurla Complex, Bandra (East),
Mumbai – 400051

• **Delivered at** the following address latest by 21st September 2017 by 3.30 PM

Archana Save
Chief Manager (IT)
Bank of Baroda, Baroda Sun Tower
7th Floor, IT Department, C-34, G Block,
Bandra Kurla Complex, Bandra (East),
Mumbai – 400051
Tel – 022 – 66981556

C. IMPORTANT DATES

#	Particulars	Timeline
1	Tender Issuance Date	11 th September 2017
2	For any queries related to this tender	Email : rfp.it.procurement@bankofbaroda.com Contact No. : 022-66983295 / 3237 /1556
4	Last Date of Submission of Tender Response (Closing Date)	3.30 PM on 21 st September 2017
5	Eligibility Cum Technical Bid Opening Date	4.00 PM on 21 st September 2017
6	Commercial Bid Opening Date	The commercial bids of only those vendors who qualify in the eligibility cum Technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the eligible vendors.



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D. SUBMISSION DETAILS

As part of the submission the vendor should submit the following details in two separate sealed envelopes:

1. **SET 1 – Superscribe the envelope as “ELIGIBILITY CUM TECHNICAL BID FOR BANK OF BARODA - TENDER FOR SELECTION OF VENDOR FOR SUPPLY, INSTALLATION AND MAINTENANCE OF NACH E-MANDATE VALIDATION TOOL – TENDER REFERENCE NO. SUBMITTED BY ON AT MUMBAI, DUE DATE**

VENDOR DETAILS:

NAME, EMAIL ADDRESS, CONTACT NUMBER”

The envelope should contain the following:

- a. **Undertaking Letter from Principal Vendor –** A letter of undertaking from the vendor on the following points:
 - a.1. Agreeing to all terms & conditions as detailed in the tender.
- b. **Undertaking Letter from OEM / OSD –** A letter of undertaking from the vendor on the following points:
 - b.1. If submitting tender as a partner - letter of authorization from the OEM / OSD to quote for their products.
 - b.2. If submitting tender as a partner - Under taking from OEM / OSD to support the product during the period of 3 years.
- c. **Executive Summary:** The Executive Summary should be limited to a maximum of five pages and should summarize the content of the response. The Executive Summary should initially provide an overview of the vendor’s organization and position. A summary of the Vendor’s services related to the product should be provided as a part of this procurement. A brief description of the unique qualifications of the Vendor should then be provided followed by a summary on capabilities such as past experience of providing such product. Information provided in the Executive Summary is to be presented in a clear and concise manner.
- d. **Eligibility Criteria:** The Vendor should directly meet the following Eligibility Criteria:
 - d.1. The vendor should be a Government organization / PSU / PSE / partnership firm / LLP or private / public limited company in India at least for last 3 years. (The vendor should attach Certificate of Incorporation as the documentary proof)
 - d.2. Vendor must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) since 1st April 2016 till date. (The vendor should attach a self certified letter duly signed on their letterhead as a letter of confirmation)



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- d.3. Vendor must 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. (The vendor should attach a self certified letter duly signed on their letterhead as a letter of confirmation)
 - d.4. One vendor can bid only with one OEM / OSD and similarly one OEM / OSD can bid only with one vendor but both cannot bid at the same time. (The vendor should attach a self certified letter duly signed on their letterhead as a letter of confirmation along with an OEM's letter of confirmation in case bidding as partner of the OEM)
 - d.5. Vendor must provide an undertaking duly signed on their letter head that all the Technical features highlighted as part of Technical Scope as per Annexure 1 are covered in totality in the proposed product.
 - d.6. Vendor must have provided solution for NACH e-Mandate Validation tool for processing the e-signed mandate as Destination Bank for at least -2- Commercial Banks. (Documentary Proof to be attached along with order / contract copy and a self certified letter).
- 2. SET 2 – Superscribe the envelope as “COMMERCIAL DETAILS FOR BANK OF BARODA - TENDER FOR SELECTION OF VENDOR FOR SUPPLY, INSTALLATION AND MAINTENANCE OF NACH E-MANDATE VALIDATION TOOL – TENDER REFERENCE NO. SUBMITTED BY ON AT MUMBAI, DUE DATE ” on the top of the sub-envelope containing the Commercial Bid (Annexure 2). This sub-envelope should have the hard copy and CD for Commercial Bid.**

These two separate **sealed sub-envelopes** should be put together in another **sealed master envelope** super scribing “**BID FOR BANK OF BARODA – TENDER FOR SELECTION OF VENDOR FOR SUPPLY, INSTALLATION AND MAINTENANCE OF NACH E-MANDATE VALIDATION TOOL - TENDER REFERENCE NO. SUBMITTED BY ON AT MUMBAI, DUE DATE**”

E. EVALUATION METHODOLOGY

The competitive bids shall be evaluated in two stages:

Stage 1 – Eligibility Cum Technical Bid

Stage 2 – Commercial Bid

Stage 1 - The Eligibility Cum Technical Proposal will be evaluated for all the vendors who have submitted their proposal. The vendor as part of the eligibility cum technical evaluation should arrange a Proof of concept (POC) of the quoted product in Mumbai, at our office within 2 days of intimation from the Bank. The POC would be done to check whether the proposed product meets Bank's requirement. Any vendor who is not complying with the POC would be technically disqualified. The POC needs to be arranged at the cost of the vendor. While bank will be responsible



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for providing necessary hardware the vendor has to bear expenses for supply and support of their product for POC.

Stage 2 –Commercial bids of only those vendors who have qualified after Stage 1 of Eligibility Cum Technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the eligible vendors. The commercial bids submitted by vendors will be evaluated based on discounted total cost of ownership. The discount rate will be used @ 10%. The key considerations of the TCO would be the total payouts for entire project through the 3 year period, discounted at 10% to arrive at the present value of the future cash outflows. Accordingly the L1 (Lowest Vendor) would be arrived at. The calculation performed by the Bank in this regard is as follows:

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

The Vendors are expected to provide commercial bid as per Annexure 2 without adding any conditions / deviations in the commercial bid format. Any such conditions / deviations may make the bid liable for disqualification.

F. 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 vendors 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 vendors to resubmit the technical and commercial bid once again for scrutiny. The Bank can repeat this normalization process at every stage of technical submission or till the Bank is satisfied. The vendors agree that they have no reservation or objection to the normalization process and all the technically short listed vendors will, by responding to this Tender, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The vendors, by submitting the response to this Tender, agree to the process and conditions of the normalization process.

G. OTHER TERMS



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Please note that any response which does not provide any / all of the information in the specified formats shall be rejected and the Bank shall not enter into any correspondence with the vendor in this regard. The Bank reserves the right to accept or reject the tender in whole or in parts without assigning any reason thereof. The bank's decision will be final and the bank will not entertain any correspondence in this regard. Bank will not assume any responsibility in case of delay or non-delivery of responses by post, courier, etc within the stipulated time. Mere response to the tender will not entitle nor confer any right on the vendors for supply/sale to the bank. Those vendors who do not fulfill any one of the required specifications and not meeting other criteria will not be considered.

H. PAYMENT TERMS

The Vendor must accept the payment terms proposed by the Bank. The commercial bid submitted by the vendors 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 vendor, in case of delays or defaults on the part of the vendor. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the professional fees quoted by the vendor in the price bid against such activity / item.

The payment will be released as follows:

a) Software License (OTC)

- 70% of the license cost on delivery of Software Licenses plus 100% of GST (wherever applicable) at actuals. The required documents to be provided along with original invoice:
 - a) Original delivery Challans duly stamped and signed by the Bank Official.
- 30% of the license cost after go-live closure sign off from Bank. Go Live Closure Sign Off in the form of Acceptance Test should be signed by both Bank's identified Project Manager & vendor representative.

b) Implementation Cost (OTC)

- 70% of the implementation cost after go- live closure sign off from Bank. Go Live Closure Sign Off in the form of Acceptance Test should be signed by both Banks identified Project Manager & vendor representative.
- 30% of the implementation cost after 1 month of Go-Live closure signoff date.

c) AMC / ATS

- Payable Quarterly in advance against receipt of satisfactory service report of previous Quarter from the Bank's Project / Operation Manager.

The payment will be released by IT Dept., BCC as per the payment terms on submission of related documents. The Bank will pay invoices within a period of 30 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected Vendor within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment



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within 15 days from the date the dispute stands resolved. There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the vendors. 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 of the product should be passed on to the Bank.

I. DELIEVERY TIMELINE

The Solution must be delivered and implemented as per project scope within a period of 15 days in totality from the date of placing of purchase order by the Bank. Any deliverable has not been implemented or not operational on account of which the implementation is delayed, will be deemed / treated as non-delivery thereby excluding the Bank from all payment obligations under the terms of this contract.

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

J. ANNUAL TECHNICAL SUPPORT (ATS)

ATS should cover trouble shooting, removing bugs / errors. All updates, releases, version upgrades will be provided during ATS period at no extra cost to the Bank. Bidders will ensure smooth functioning of the solution during ATS through offsite/ onsite support. Implementation charges (Onsite/ Offsite) for ATS related activity should be free of cost. ATS would cover all components of the offered solution without any exceptions.

K. DOCUMENTATION

Vendor will have to supply all necessary documents in English related to the certificate along with their bid submission.

L. FORCE MAJEURE

Should either party be prevented from performing any of its obligations under this proposal by reason of any cause beyond its reasonable control, the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives prompt notice to the other of any such factors or inability to perform, resumes performance as soon as such factors disappear or are circumvented.

If under this clause either party is excused performance of any obligation for a continuous period of ninety (90) days, then the other party may at any time hereafter while such performance continues to be excused, terminate this agreement without liability, by notice in writing to the other.

M. ARBITRATION

In the event of a dispute or difference of any nature whatsoever between Bank of Baroda and the vendor during the course of the assignment arising as a result of this proposal, the same will settled through the process of arbitration conducted by a Board of Arbitration. This Board will be constituted prior to the commencement of



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the arbitration and will comprise of two arbitrators and an umpire. Bank of Baroda and Vendor will each nominate an arbitrator to the Board and these arbitrators will appoint the umpire. Arbitration will be carried out at Bank of Baroda's office that placed the order. The provisions of Indian Arbitration Act 1996 shall apply to the Arbitration proceeding.

N. INDEMNITY

The vendor will indemnify, protect and save the Bank against all claims, losses, costs, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. in respect of the software supplied by him.

O. CONFIDENTIALITY

The Vendor shall keep confidential any information obtained under the contract and shall not divulge the same to any third party without consent in writing by Bank of Baroda. In case of non-compliance of the confidentiality agreement, the contract is liable to be cancelled by Bank of Baroda. Further, Bank of Baroda shall have right to regulate vendor staff

P. INFORMATION AND SECRECY

The Vendor must provide a written undertaking to the bank to comply with the secrecy provision pursuant to provision of Banking Regulation Act, 1949 and other applicable laws. The Vendor will follow professional ethics and conduct in performing their duties. The Bank has right to terminate the services of the Vendor if it fails to comply with the conditions imposed. The external and internal auditors of the bank will be given right to review the books and internal controls of the Vendor. Any weaknesses highlighted during the audit must be promptly rectified especially where such weaknesses may affect the integrity of the internal controls of the bank

Q. PUBLICITY

The vendor shall not advertise or publicly announce that he is undertaking work for Bank of Baroda without written consent of Bank of Baroda.

R. STANDARDS

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

S. TERMINATION FOR DEFAULT

The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Vendor, may terminate this Contract in whole or in part, if the Vendor fails to perform any obligation(s) under the Contract.

In the event of the Bank terminating the Contract in whole or in part, the Bank may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered, and the Vendor shall be liable to the Bank for any excess costs for such similar services.



बैंक ऑफ़ बड़ौदा Bank of Baroda

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T. AUDIT

Vendor shall allow the Reserve Bank of India (RBI) or persons authorized by it to access Bank of Baroda documents, records or transaction or any other information given to, stored or processed by Vendor in relation to the services hereunder within a reasonable time failing which Vendor will be liable to pay any charges/ penalty levied by RBI.

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

U. NO EMPLOYER EMPLOYEE RELATIONSHIP

The Vendor or any of its holding / subsidiary / joint venture / affiliate / group / client companies / or any of their employees / officers / staff / personnel / representatives / agents / shall not under any circumstances be deemed to have any employer – employee relationship with the Bank or any of its employees / officers / staff / representatives / personnel / agents.

V. AUTHORIZED SIGNATORY

The Vendor shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The Vendor 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 Vendor shall furnish proof of signature identification for above purposes as required by the Bank.



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Annexure 1 - Technical Specification

Bank of Baroda has requirement of NACH e-Mandate Validation tool for processing the e-signed mandate as Destination Bank.

General Scope

1. The bidder will be required to implement the solution on all environments i.e. Production, DR (Disaster Recovery Site) in active passive mode.
2. The bidder should be capable of deploying the proposed solution on Virtual Cloud Model which supports windows 2012 and above or Linux.
3. The bidder will be required to provide 2 weeks post implementation onsite support.
4. The bidder is expected to provide the solution including implementation, testing, migration, installation, providing requisite interfaces, training and to provide technical support for a period of 3 years. The three-year period consists of warranty and subsequent AMC/ATS period, from the date of implementation. The bank may use more licenses in future, if required, at the cost mentioned in the proposal.
5. The bidder should provide the necessary integration and know-how documents.
6. The proposed solution shall meet all the regulatory requirements from time to time.
7. The solution need to integrate for automated solution of the file processing.

The utility should offer below features:

1. It should be platform independent .i.e. it should run on both Windows as well as Linux server.
2. The solution should be able to validate the e-Sign and mandate data in the xml file.
3. The solution should be able to integrate with CBS through API for taking the Aadhaar and verify the corresponding mandate one by one but automatically. It may happen that in response to API call to CBS, the response will contain multiple Aadhaar, the solution should be able to verify all against the corresponding data available.
4. The solution should be able to either "Accept" or "Reject" eSign mandates within defined TAT automatically.
5. The solution should be able to verify the e-Mandate Signature and mandate data.
6. The solution should check for integrity of the data (Signature integrity check, certificate integrity check, data integrity check and Aadhaar verification) and certificate of the user once the file is received.
7. The solution should be able to integrate with SMS gateway for sending the SMS to customers for recipient of mandate or rejection with the reasons.
8. The solution should be able to provide the report of all the transactions as per the format decided by the bank. .
9. The solution should be able to create the response files as per the format defined by NACH.



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License warranty / ATS should include the following:

1. Updates / Upgrades / New releases / New versions need to be notified to the Bank about the same and need to be covered as part of ATS. Upgrades would include product releases to incorporate technological changes, consolidating all bug fixes, consolidating all enhancement requests made by the Bank.
2. Review on yearly basis for version upgrade and report to bank such details in advance along with plan for version upgrade. Intimate the bank for various technology upgrades released by the OEM along with feasibility & impact analysis. Also propose migration plan for technology upgrade due to OEM releases.
3. Patch management, release update and upgrade of the application, all update or upgrade needs to be done with concurrence of the Bank.
4. Vendor to arrange for updation required in the system to meet the changes suggested by RBI/ Govt. of India/ regulatory authorities towards compliance as part of ATS at no extra cost to bank for the entire contract period.
5. Any technical problem should be resolved within maximum of 24 hours of call reported.
6. The bidder should provide the complete documentation including technical, operations, user manual, design documents, process documents, technical manuals, functional specification, software requirement specification, system configuration documents, system/ database administrative documents, debugging/ diagnostics documents, test procedures etc.



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Annexure 2: Commercial Bid Format

SL. No.	Items	OTC (One Time Cost)	YEAR 1	YEAR 2	YEAR 3	TOTAL
			AMT	AMT	AMT	AMT
1	License Cost	0.00	X	X	X	0.00
2	Implementation Cost	0.00	X	X	X	0.00
3	ATS (Annual Technical Support)	X	0.00	0.00	0.00	0.00
Total Cost of Ownership (TCO) for 3 year						0.00

Note:

- For each of the above items provided the vendor is required to provide the cost for every line item where the vendor has considered the cost in the proposal.
- 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.
- All Deliverables to be supplied as per requirements provided in the tender
- The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations.
- Prices quoted by the Vendor should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals. 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.
- Bank will deduct applicable TDS, if any, as per the law of the land.
- All the commercial value should be quoted in Indian Rupees.
- Further, we confirm that we will abide by all the terms and conditions mentioned in the Tender document.

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name:

Date:

Place: