

# **CASH MANAGEMENT SERVICES**

# REQUEST FOR PROPOSAL (RFP)

for

Selection of Service Providers for providing fully automated e-NACH & m-NACH Mandate Registration & Processing System with BOB as a Sponsor Bank.

RFP Reference No. BCC:CMS:112/114 dated 8<sup>th</sup> December 2020 (Tuesday)



# Selection of Service Providers for fully automated e-NACH & m-NACH Mandate Registration & Processing System with BOB as a Sponsor Bank.

# REQUEST FOR PROPOSAL (RFP) For TECHNICAL/COMMERCIAL BIDS FROM PROSPECTIVE SERVICE PROVIDERS

# **IMPORTANT DATES**

DATE OF ISSUE OF RFP : 8<sup>th</sup> December 2020 (Tuesday)

LAST DATE AND TIME FOR RECEIPT

OF WRITTEN QUERIES FOR

CLARIFICATION FROM BIDDERS : 24<sup>th</sup> December 2020 (Thursday) by 5 PM

DATE & TIME OF PRE-BID MEETING. : 30<sup>th</sup> December 2020 (Wednesday) at 3 PM

LAST DATE AND TIME OF

SUBMISSION OF RFP RESPONSE : 11th January 2021 (Monday) by 3 PM

DATE AND TIME OF OPENING

OF TECHNICAL BID : 11<sup>th</sup> January 2021 (Monday) 3.30 PM

APPLICATION MONEY. : Nil

BID SECURITY

(EARNEST MONEY DEPOSIT). : Rs.50,000/-

(Rupees Fifty Thousand only)

RFP COORDINATOR NAME & : Mr Subhash Kumar Bokka, Manager

CONTACT DETAILS (BANK) Contact No. 022 6698 3276

Email: diginext@bankofbaroda.co.in
Postal Address: Baroda DigiNext Cash
Management Services, 8th Floor, Bank of
Baroda, Baroda SunTower, G-Block,
Bandra-Kurla Complex, Mumbai 400 051

RFP Reference No. BCC:CMS:112/114 dated 8th December 2020 (Tuesday)

Bank of Baroda
Baroda DigiNext Department.
8th Floor, Baroda Sun Tower
C-34 G-Block, Bandra-Kurla Complex
Mumbai 400 051



# [B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

- 1. Bank, BOB means "Bank of Baroda".
- 2. "RFP" means Request for Proposal Document and this "RFP document".
- 3. Recipient, Respondent, Service Provider, Vendor, Bidder, means "Respondent to the RFP document".
- 4. Proposal, Bid means "Response to the RFP Document".
- 5. Tender means RFP response documents prepared by the Service Provider and submitted to Bank of Baroda.
- 6. E-NACH mandate means Electronic National Automated Clearing House mandate.
- 7. M-NACH mandate means Mobile National Automated Clearing House Mandate
- 8. VAPT means Vulnerability Assessment and Penetration Testing.
- 9. OTC means One Time Cost

# Important note:

As per the order no. 6/18/2019-PPD dated 23<sup>rd</sup> July 2020 issued by Ministry of finance department of expenditure

- Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
  - An entity incorporated, established or registered in such a country; or
  - A subsidiary of an entity incorporated, established or registered in such a country; or
  - An entity substantially controlled through entities incorporated, established or registered in such a country; or



- An entity whose beneficial owner is situated in such a country; or
- An Indian (or other) agent of such an entity; or
- A natural person who is a citizen of such a country; or
- A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- I. The beneficial owner for the purpose of (iii) above will be as under:
  - 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

# Explanation—

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- II. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- III. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.



## Confidentiality:

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



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#### 1. Introduction

Bank of Baroda intends to select Service Providers for providing fully automated e-NACH & m-NACH Mandate Registration & Processing System for its corporate customers with BOB as a Sponsor Bank. For this purpose, we solicit Technical and Commercial Bids from Service Providers on or before 11<sup>th</sup> January 2021 (Monday) by 3 PM. The Technical Bids will be opened on 11<sup>th</sup> January 2021 (Monday) 3.30 PM by Committee of Executives and Officers of our Bank at our Corporate Office at following address:

Bank of Baroda Baroda Sun Tower 8<sup>th</sup> Floor, C-34, G-Block, Bandra Kurla Complex Mumbai 400 051

Tel.: 022 6698 3276

e-mail: diginext@bankofbaroda.co.in

The Service Provider and their representatives who may like to attend the opening of the Technical Bids may attend it at their own cost at the above venue on the time and date written in the RFP document or as communicated during the RFP process.

The prospective Service Provider(s) may download the RFP document from the Bank's website <a href="www.bankofbaroda.com">www.bankofbaroda.com</a>. RFP document so downloaded from website duly filled in shall be submitted along with the Technical Bid.

Service providers fulfilling the specified requirements may submit their Technical & Commercial Bids addressed to the Bank at, Mumbai as required latest by 11<sup>th</sup> January 2021 (Monday) by 3 PM at the address mentioned above.

Please note that initially only the Technical Bids would be opened. Commercial Bids of only those Service Providers who qualify in the technical evaluation will be opened.

Bank reserves the right to appoint multiple Service Providers.

Head-Baroda Diginext Cash Management Services. Bank of Baroda, Baroda Sun Tower, C-34 G-Block Bandra-Kurla Complex, Mumbai 400 051



#### 1.1 Information Provided

The RFP document contains statements derived from information that is believed to be true and reliable as on 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 advisors gives any representation or warranty (whether oral or written), expressed or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.

# 1.2 Confidentiality

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

# 1.3 Disclaimer

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

# 1.4 For Respondent Only

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

# 1.5 No Legal Relationship

This RFP is not an offer by the Bank, but an invitation to the Service Providers for their responses. No contractual obligation on behalf of the Bank whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of the Bank and the Service Provider(s).

# 1.6 Recipients' Obligation to Inform Itself

It is the Service Provider(s) responsibility to conduct all necessary investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.



# 1.7 Acceptance of Terms:

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

# 1.8 Requests for Information

Service Providers are required to direct all communications for any clarification related to this RFP to the RFP Coordinator.

All questions relating to the RFP, technical or otherwise, must be in writing and addressed to the email address given hereinabove. Interpersonal communications will not be entered into and Service Provider(s) will be disqualified if attempting to enter into such communications.

The Service Provider must communicate the queries in writing on or before the last date of receiving request for clarification as per details given in RFP. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Service Provider(s) in the manner specified. However, the Bank will not answer any communication initiated by the Service Provider later than the date given for submission of request for clarifications.

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

Service Providers should invariably provide details of their email address(es), as responses to queries will only be provided to the Service Provider 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 the Bank reserves the right to communicate such response to all Service Providers.

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

# 2. SCOPE OF WORK

- 2.1 Bank of Baroda intends to appoint one or more financially and technological strong and suitable Service Providers for providing fully automated end-to-end e-NACH & m-NACH Mandate Registration & Processing System with BOB as a Sponsor Bank.
- 2.2 The Service Providers must have ability/willingness to integrate with the APIs and file formats of Bank/Corporate/NPCI etc. for exchange of data, status of mandates etc.
- 2.3 The Service Providers must have able to provide the portal to the Corporate for e-NACH mandates for its customers.



- 2.4 Service Provider's API must comply with the Information Security guidelines of BOB/RBI/NPCI as may be applicable.
- 2.5 Service Provider must ensure VAPT of its system and provide the same to the BOB for its record. It must ensure implementation of VAPT recommendations of its own system as well as ensure closure of the VAPT observations related to its systems from the Bank's third party reviewer.
- 2.6 The Service Provider must provide following APIs:
  - a. API for integration with the Corporate's website for registering the e-NACH/m-NACH mandates with NPCI and updating its status on Corporate's system.
  - b. API for updating e-NACH & m-NACH mandate registration status with BOB as Sponsor Bank.
  - c. Status enquiry API to the corporate for their enquiries about the e-NACH/m-NACH registration status.
- 2.7 The Service Provider should be willing to customize the above APIs without any cost to the Bank or the Corporate.
- 2.8 The Service Provider to provide the mandates having Bank of Baroda as destination bank directly to BOB instead of routing it through NPCI from the date as decided by BOB in future.
- 2.9 The Service Provider shall be required to provide reconciled MIS to Bank/NPCI/Corporate on regular intervals or as and when required.
- 2.10 The Service provider must maintain suitable database and storage capacity for storing and retrieving data as per Bank's guidelines.
- 2.11 The Service provider must be able to encrypt /decrypt the files as per logic provided by NPCI/BOB/Corporate from time to time without any cost to Bank.
- 2.12 The Service provider must send alerts for success/failure/rejection of e-NACH/m-NACH to Retail Customer/Corporate etc.
- 2.13 The Service Provider must have a dedicated Helpdesk/ Grievance Redressal Cell for Bank of Baroda.
- 2.14 Service Provider to submit the Turnaround Time to the satisfaction of the Bank for resolution of any query raised by the Bank.
- 2.15 Any Regulatory changes should be carried out by the Service Provider without any cost to Bank.

The tentative operating procedure to be followed are provided in Annexure I.



## 3. CONTRACT PERIOD

Contract shall initially be for a period of three year from the date of execution of agreement and may be renewed for a further period of one + one year (extended up to a total maximum period of five years including the initial three years) as per discretion of BOB on laid down/approved/modified mutually agreed terms and conditions (by mutual exchange of letters).

The contract will be renewed before -3- months from the date of expiry at the discretion of BOB on mutually agreed terms & conditions.

# 4. EARNEST MONEY DEPOSIT (EMD)

EMD of Rs.50,000/- (Rs. Fifty Thousand only) in the form of a Demand Draft/Banker's Cheque shall be enclosed with the offer. The EMD shall be denominated in Indian Rupees only and shall be in the form of a Demand Draft/Banker's Cheque favoring "Bank of Baroda" payable at Mumbai. This shall carry no interest and shall be retained by the Bank til the process of selection completed.

EMDs of unsuccessful Service Providers will be returned after completion of process of award of contract. EMDs submitted by successful Service Providers will be returned by the Bank upon its (Successful Bidder) providing the Security Deposit in form of Performance Bank Guarantee/Security Deposit.

The amount of Earnest money deposit would be forfeited in the following scenarios:

- a. In case the bidder withdraws the bid prior to validity period of the bid for any reason whatsoever.
- b. In case of the successful bidder, if the bidder -
  - Refuses to accept and sign the contract as specified in this document within 1 month of issue of contract order/letter of intent for any reason whatsoever; or
  - ➤ To provide the performance guarantee within 30 days from the purchase order date, for any reason whatsoever.
  - ▶ To comply with any other condition precedent to signing the contract specified in the solicitation documents.

In case the Service Providers are not found eligible technically, the EMD & Commercial Bid of the said Bidder shall be returned *within 30 Days* opening of the bid.

In case of withdrawal/non fulfillment of Terms & Conditions by successful Service Provider/s, the EMD may be forfeited and the Service Provider/s may be blacklisted from further participating in any activity of the Bank.

Exemption from submission of EMD and tender cost shall be given to bidders, who
are Micro and Small Enterprises (MSE) / Startups. The bidder who are MSE has to
submit necessary document issued by NSIC and the bidder who are startups has



to be recognize by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD and tender cost exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC/DIPP which are valid on last date of submission of the tender documents. MSE/startups firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for EMD and Tender cost exemption.

#### 5. SECURITY DEPOSIT

The Service Provider shall be required to submit Security to the Bank for an amount of Rs 2.00 lacs (Rs. Two Lacs) within 15 days from its selection. The Security shall be in form of a Performance Bank Guarantee (BG) or Fixed Deposit Receipt of Bank of Baroda, denominated in Indian Rupees only, favoring Bank of Baroda, BG issued by a Bank for the duration of the contract. The Performance Bank Guarantee needs to be valid for the entire contract period with the claim period of three (3) Months or such other extended period as the Bank may decide for due fulfillment of the contract obligations. The Bank reserves its right to revise/demand additional security/deposits at the time of renewal of the contract with the Service Provider based on its last few months of billing or based on its future volume estimations.

The Security Deposit in form of Performance BG/FDR is required to protect the interest of the Bank against the risk of non-performance of the services by the Service Provider. Further, if any act of the Service Provider results in imposition of Damages then the Bank reserves the right to recover the same by invoking BG/FDR held as Security Deposit with BOB.

#### 6. TERMS OF EXECUTION OF WORK

The services would begin within a period of 15 days from the date of issue of the work order by the Bank. Any delay in providing services over the stipulated period will attract penalty of Rs1,000/- per day till the date of commencement of the work.

After the confirmation of the date of commencement of service by the Service Provider for the customer(s) of Bank of Baroda, the Service Provider shall ensure that no default would take place on the part of the Service Provider to provide the services to any of the customer(s) of the Bank.

The Service Provider shall immediately notify the Bank in writing in case of any event which may result in or which may give it reason to believe that there may be an impediment or disruption in providing the service and performance of other obligations under this arrangement. The Service Provider shall intimate one day in advance to the customer and to the Bank about its inability to provide the services for the specific day.

The Service Provider shall not default in its services to the customer of the Bank on more than one occasion in a month. In case such occurrences are for three days or more in a fortnight, the Service Provider shall be liable to pay an additional penalty of Rs.10,000/- per fortnight. If the Service Provider defaults for 3 days on 2



consecutive fortnights, the Bank shall claim the penalty in the aforementioned manner and also reserve its right to terminate the contract at its sole discretion.

The penalty shall not be applicable in case of force majeure events as mentioned in Point No. 26 of this RFP and delay due to bank.

The Bank reserves its right to recover these amounts by any mode including adjusting from any payments to be made by the Bank to the Service Provider. The decision to further continue/discontinue the contract with the Service Provider lies fully with the Bank.

- ➤ If the Service Provider fails to complete the due performance as per the RFP and subsequent agreement, the Bank reserves the right to terminate the contract and recover 100% of the liquidated damages.
- Both penalty and liquidated damages are independent of each other and are applicable separately and concurrently.
- ➤ The penalty and liquidated damages are not applicable in case the delay is for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the Service Provider to prove that the delay is attributed to the Bank and Force Majeure. The decision taken by the Bank in this regard shall be final and the Service Provider shall not dispute the same.
- ➢ If the Service Provider fails to perform its obligation as per this RFP and subsequent Agreement, then the Bank reserves the right to get the balance work executed by another Service Provider(s) as per the choice of the Bank and the Service Provider (in default) shall be liable to bear the expenditure which Bank may incur for the completion of the balance work.

The Service Provider shall not sublet/ delegate any work or part of the work assigned under this contract to other Service Provider(s) without the prior consent of bank.

# 7. INSURANCE

➤ The Service Providers shall be fully responsible for taking fidelity insurance of at least Rs 1 crores (Rs. One crores) at its own cost. Bank reserves the right to direct the Service Provider to assign the same in favour of Bank and raise the limit of Fidelity Insurance considering the business volume in future.

# 8. OTHER TERMS & CONDITIONS

- i. Service Provider to ensure compliance with existing and future Government, RBI, NPCI or any other regulatory/statutory guidelines.
- ii. The Service Provider shall ensure that all the operations are carried within the ambit of the proposed operating procedure as has been mentioned in Annexure I of this RFP. Any deviations from the defined process would be the Service Provider's responsibility and shall make them liable for any loss etc.
- iii. The Service Provider will, at its sole discretion, risk and responsibility, employ on its rolls such number of adequate qualified technical and skilled personnel



- and provide them requisite training to the best satisfaction of Bank and depute sufficient number of personnel/executives to carry out the services in a prompt and efficient manner.
- iv. The Service Provider should have/obtain before commencement of the work, the requisite registration, licenses, approvals, permits, certificates, NOCs etc. from all statutory authorities valid for the entire duration of the agreement failing which, the Service Provider will be responsible and liable for payment of penalties and any other charges imposed by the concerned authority.
- v. If BOB demands, the Service Provider should be in a position to produce copies of the necessary permissions/registration/licenses/approvals/permits/certificates/NOCs/authorizations to BOB failing which, BOB may terminate this contract and be free to take necessary action under the laws for the time being in force.
- vi. The Service Provider must maintain IT infrastructure as per Bank's/RBI/NPCI IT policy and standards.
- vii. The Service Provider should have adequate resources including man-power to ensure business continuity.
- viii. The Service Provider should have an adequate Disaster Recovery mechanism to allow for unhindered processes.
- ix. The Service Provider must have the infrastructure for ensuring communication with the Bank and between all its locations using digital signatures.
- x. The Service Provider shall procure from its employees an undertaking not to disclose to any third party any confidential information or knowledge concerning the business of the Bank and shall also take such steps at their own expense as the Bank may direct in order to enforce or restrain any breach of the terms of any such undertaking.
- xi. The Service Provider will store data in such a manner as to facilitate quick and easy retrieval, enquiry and report generation.
- xii. The fees will be paid monthly within 30 days from the date of receipt of the invoice from the Service Provider subject to its verification and acceptance by the Bank.
- xiii. The Service Provider should regularly provide updates to the Bank with respect to the provision of the services and shall meet with the personnel designated by the Bank to discuss and review its performance at such intervals as may be agreed.
- xiv. The Service Provider should make available to the Bank access to all books, records, and information relevant to the activity.
- xv. The Bank has the right to conduct audits on the service provider either by internal or external auditors or by external specialists appointed to act on behalf of the Bank and to obtain copies of any audit or review reports and findings made on the agency in conjunction with the services performed.
- xvi. The Service Provider has to remedy all discrepancies observed by the auditors at no additional cost to the Bank.
- xvii. The Service Provider should recognize the right of the Reserve Bank of India/NPCI to inspect its books and accounts by one or more of its officers or employees or other persons.
- xviii. The Service Provider should allow RBI/NPCI or persons authorized by it to access the records of transactions and other necessary information given to, stored or processed by the Service Provider within a reasonable time. This includes information maintained in paper and electronic formats.



- xix. The Service Provider is not authorized to disclose to anyone, other than Bank of Baroda (BOB) the information/data relating to the number of applications or individual details thereof, received or entered in computer system in any manner whatsoever.
- xx. The Service Provider shall take all appropriate actions to comply with data protection obligations including, without limitation, the adoption of appropriate technical and organizational methods to ensure that computer and information systems are safeguarded against accidental destruction, loss, technical malfunction, falsification, theft, unlawful use, unauthorized modification, copying of improper access or any other unauthorized activity and immediately inform the Bank on occurrence of any such security incident.
- xxi. The Service Provider should submit an undertaking that no employee/officer/director of Bank of Baroda has ownership rights in itself.
- xxii. The Service Provider shall be responsible and liable for any damages caused to Bank of Baroda and/or its customer for its action and/or inaction.
- xxiii. The Service Provider on demand should provide complete details of the hardware and software being utilized as also details of the security set-up of their system.
- xxiv. The Service Provider should comply with the 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 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 service provider.
  - d. Physical Security of the facilities, instruments to be provided by the Service Provider.
  - e. Physical and logical separation from other customers of the Service Provider, wherever required to be provided by the Service Provider.
  - f. Incident response and reporting procedures.
  - g. Password Policy of the Bank.
  - h. Data encryption/protection requirement of the Bank.
  - xxv. Conditional RFP responses will not be accepted.
  - xxvi. The Bank may appoint more than one Service Provider.
  - xxvii. The Bank reserves the right to reject any or all RFP responses without assigning any reason thereof. The decision of the Bank in this regard will be final and binding. The Bank reserves its right to re-issue the RFP.

## 9. AUTHORITY TO SUBMIT BIDS:

Only authorized personnel of the Service Provider shall sign the BID. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a Bid commitment. The letter should also indicate the complete name and designation of the designated personnel along with telephone number and e-mail address. Necessary Resolutions/Authority/Power of Attorney shall be enclosed.



The certified photocopy of Resolutions/Authority/Power of Attorney having authority to authorize the person to submit Bid documents on behalf of the company shall be enclosed.

## 10. SUBMISSION OF RFP DOCUMENTS

The RFP responses should be submitted in three separate envelopes:-

First envelope containing Offer Letter with EMD @Rs. 50,000 (Rs. Fifty Thousand) in the form of Demand Draft/Banker's Cheque, in favour of Bank of Baroda, payable at Mumbai.

**Second** envelope containing **Technical Bid** with all supporting documents, properly sealed and clearly marked/super scribed.

**Third** envelope containing **Commercial Bid** properly sealed and clearly marked / super scribed.

Please note to submit Commercial Bid in separate sealed envelope

**ENVELOPE No. 1:** The envelope containing Offer Letter shall be super scribed:-

e-NACH & m-NAC Sponsor Bank. Te	for Selection of Service Provi CH Mandate Registration & P nder Reference No. , Vendor Details: Name	rocessing System v	with BOB as a at Mumbai.
e-mail	, Contact no	"	,
It should contain th	e following:-		
	nexure – II) Deposit amount of Rs. 50,000 Banker's Cheque in favour of E	` ,	3,
ENVELOPE No. 2:	The envelope containing Tech	nical Bid shall be sup	per scribed:-
e-NACH & m-NAC Sponsor Bank. Te	for Selection of Service Provi CH Mandate Registration & Ponder Reference No, Vendor Details: Name	rocessing System v	with BOB as a at Mumbai.
e-mail	, Vendor Details: Name , Contact no	"	

It should contain the following:-

- i. Technical Bid Parameters (Annexure III) complete will all the columns filled in with photocopies of the required certificates/documents/proofs / audited Balance sheet and Profit & Loss account.
- ii. Declaration by Service Provider (Annexure IV)
- iii. Certificate of Performance (Annexure VI)



The Technical Bid should be complete in all respects and contain all information required in the document. **It should not contain any price information**. However, Technical Bid should confirm that all its particulars have been included in the Commercial Bid, without showing the actual amounts in the Technical Bid.

It is mandatory to submit the technical details duly filled in along with the offer. In case of non-submission or partial submission of technical details, the Bank, at its discretion, may not evaluate the offer. The Technical Bid must be submitted in an organized and structured manner with proper flagging. No brochures/leaflets, etc. should be submitted in loose form.

**ENVELOPE No. 3:** The envelope containing Commercial Bid shall be super scribed:-

"COMMERCIAL BID for S	election of Service Provi	iders for providing fully
automated e-NACH & m-NA	CH Mandate Registration 8	& Processing System with
BOB as a Sponsor Bank	c. Tender Reference No_	
submitted on	_ at Mumbai. Due date	Vendor
Details: Name	, e-mail	, Contact
no		

It should contain the rates for the services and initial set-up cost.

The rates should be submitted only in the format (Annexure VII) given in the Tender Document. Any other format shall not be acceptable.

The rates should be in Indian Rupees only, in words and figures both. In case of any ambiguity words shall prevail over figures. The rates shall be all inclusive. However Goods & Service Tax (GST) payable shall be excluded.

The sealed RFP addressed to the "The Head-Baroda Diginext Cash Management Services)" should reach Bank of Baroda, 8<sup>th</sup> Floor, Baroda Sun Tower, C-34, G-Block, Bandra Kurla Complex, Bandra (E), Mumbai 400 051 latest by 11<sup>th</sup> January 2021 (Monday) by 3 PM The Technical Bids would be opened on 11<sup>th</sup> January 2021 (Monday) by 3:30 PM

Bidders/their representatives may remain present during the opening process.

Commercial Bids shall be opened on a later date, of only those Bidders, who qualify in Technical Bid. A separate intimation of opening of the Commercial Bids would be sent to the technically successful Bidders.

All pages of the RFP Document including attachments must bear the seal and signature of the authorized signatory.

## Important Points to be noted:

a. The sealed bid envelopes with sub-envelopes should be delivered to the RFP Coordinator at the postal address mentioned in this document. All the queries and communication must be addressed to the RFP Coordinator/contact personnel of the Bank.



- b. If any envelope is found to contain both the Technical and Commercial Bids in a single sub-envelope or commercials are provided along-with the Technical Bid, then that offer will be rejected outright.
- c. The proposal should be prepared in English in MS Work/Excel/PowerPoint format.
- d. All responses would be deemed to be irrevocable offers/proposals from the Service Provider and, if accepted by the Bank, form part of the final contract between the Bank and selected Service Provider.
- e. All the pages of the proposal including annexures and documentary proofs should be signed by the authorized signatory. Unsigned responses would be treated as incomplete and are liable to be rejected.

#### 11. VALIDITY PERIOD OF THE OFFER

The offer should remain valid for 90 days from the date of opening of Commercial Bid.

# 12. PRE BID MEETING

A Pre Bid meeting to clarify any point will be held on 30<sup>th</sup> December 2020 (Wednesday) at 3 PM at the address mentioned above. Last date and time for receipt of written queries for clarification from the Service Providers is 24<sup>th</sup> December 2020 (Thursday) by 5.00 PM. Further "Addendum/Corrigendum" shall be issued on Bank's website only and the Service Provider has to refer the same before final submission of the RFP. No extension of the last date will be given and no correspondence in this regard will be entertained.

# 13. NO ERASURES OR ALTERATIONS

Technical/Commercial details must be completely filled up. The corrections or alterations, if any, should be authenticated. In case the corrections/alterations are not properly authenticated, then the offer will be rejected.

## 14. NO PRICE VARIATIONS

During the currency of the contract, No upward revision in the rates quoted in a Commercial Bid would be considered on any account.

However, the Service Provider should be open to negotiate the pricing for lowering down on a deal to deal basis if the volume of the business warrants so.

# 15. OPENING OF BIDS

The Technical Bids will be opened on 11<sup>th</sup> January 2021 (Monday) by 3:30 PM in the presence of Bidders/representatives of the Bidders who choose to attend. No separate intimation will be given in this regard to the Bidders for deputing their representatives.



Bids will be opened even in the absence of Bidders/representatives of the Bidders that have submitted their RFP responses.

#### 16. SHORTLISTING OF SERVICE PROVIDERS

- a) The Service Providers will be evaluated and shortlisted, inter-alia, based on their past experience of handling similar types of assignments/projects, strength of their manpower and experience.
- b) The Service Providers will be shortlisted and will be required to make a presentation before RFP Committee, which will after taking overall view on them will recommend for engagement, subject to acceptance of commercial bid. If a large number of Service Providers show interest, the number of Service Providers shortlisted for making presentation to the RFP Committee will be decided by the said committee. The decision taken by RFP Committee will be full & final and no further corresponding thereafter.
- c) During pre-qualification and evaluation of the proposals, the Bank may, at its discretion, ask respondents for clarifications on their proposal. The respondents are required to respond within the time frame prescribed by the RFP Committee.

## 17. SELECTION OF SERVICE PROVIDER/S

The selection of the Service Provider shall be first assessed on the basis of the evaluation of the Technical Bid.

Commercial Bids of only those Service providers who qualify in the Technical evaluation will be opened.

Bank reserves its right to split the work among L-1, L-2 and L-3 vendors (or even L-4 or higher if the need arises). The Bank may in its discretion split the work between two Service Providers L-1 and L-2 in the ratio 60:40 or 3 Service Providers i.e L-1, L-2 and L-3 in the ratio of 50:30:20 or any ratio as decided by it from time to time.

Bank in its sole discretion may allocate any of the center/s between the service providers in the aforementioned ratio as applicable. Further the Bank in its discretion may bifurcate one center between two or more service providers. If a location is not covered by L-1, the Bank should have the right to use L-2.

The Bank reserves the right to reject a RFP response under any of the following circumstances:-

- a. If Cost of the RFP response and /or EMD is not submitted.
- b. If RFP responses are incomplete and/or not accompanied by all stipulated documents.
- c. If any of the terms and conditions and mandatory declarations are not accepted.
- d. If required information with appropriate documents in support of the same is not submitted as per **Annexures**.
- e. The Bank may also reject the RFP response without assigning any reason.



## 18. RELATED PARTIES:

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

- Bid submitted by holding company and its subsidiary
- Bids submitted by two or more companies having common director/s
- Bids submitted by two or more partnership firms/LLPs having common partners
- Bids submitted by two or more companies in the same group of promoters/ management
- Any other bid, which in the sole discretion of the Bank is in the nature of multiple bids.

# 19. EVALUATION CRITERIA (Technical & Commercial Bid)

## **Technical Bid:**

The Bank will consider the following **Minimum Eligibility Criteria** for evaluating the technical bids of the submitted tenders which are valid:-

SI.	Criteria	Documents required
(i)	The Bidder should have registered office in India and must be incorporated or registered under any of the following Acts – Indian Companies Act 1956/2013 or Society Registration Act 1860.	Copy of certificate of incorporation
(ii)	The service provider should have experience of successfully undertaken the services for Public/Private Sector/Scheduled Banks/NBFC for last 2 years. Presently they must have minimum - 2- PSU/private sector/scheduled Banks having branch network of more than 100 branches PAN India.	Work order copies issued by the Organizations/Banks and Certificate/letter stating about the performance of the Services being provided. (Copy of the Format attached as Annex-VI)
(iii)	a) Minimum Net worth of the Service Provider should be at least Rs. 10 Crores at all times. (Net worth will consist of paid up equity capital, free reserves, balances in share premium account and capital reserves representing surplus arising out of sale proceeds of assets but not reserve created by revaluation of assets' adjusted for accumulated loss balance, book value of intangible and deferred revenue expenditure, if any) b) Positive earnings before interest, taxes, depreciation and amortization (EBITDA) for the past 2 years.	a) Audited Profit & Loss Account and Balance Sheet for respective period. b) Certificate of Net worth and Positive earnings before interest, taxes, depreciation and amortization (EBITDA) for the past 2 years by a Statuary Auditor.
(iv)	The service provider should connect to NPCI through a web service or through a SFTP for data exchange.	Certificate from NPCI



(v)	The service provider should have an ability to connect to a new corporation like NPCI if coming into existence in the future through a web service or through a SFTP for data exchange without charging any fee from Bank.	Confirmation certificate from Service Provider.
(vi)	At least processed 10,000 e-NACH mandate during 2019-20 Number of e-NACH Mandates procured during: 2018-19 2019-20	Certificate from Chartered Accountant.
(vii)	At least processed 5,000 m-NACH mandate during 2019-20 Number of m-NACH Mandates procured during: 2018-19 2019-20	Certificate from Chartered Accountant.
(viii)	Dedicated Helpdesk for BOB	Provide number of persons, contact numbers and e-mail ids of the helpdesk for BOB.
(ix)	Minimum Turnaround Time (TAT) for any query	Provide draft SLA with the proposal.
(x)	Applicable registration/licenses/approvals/permits/certificates/NOC/tax clearance/compliance certificates, etc.	Self-declaration for possession of valid documents and renewals in future. Original Documents from concerned authority as applicable should be with the Service Provider and same should be made available to Bank/RBI etc. on demand.
(xi)	The Service Provider must meet the declarations specified.	Refer Annexure - IV
(xii)	The Service Provider should not be blacklisted/barred/disqualified by regulatory/ statutory body as on date of submission of bid.	Self-declaration.

# **Commercial Bid (Annexure-VII):**

Sr.	Description	Rates in Rs.
no.		
1	Cost of Initial ERP/Web service Integration with Corporate (OTC)	
	Cost of one e-NACH mandate	
2	Upto 2 lacs mandate per annum	
	Upto 5 lacs mandate per annum	
	Above 5 lacs mandate per annum	
	Cost of one m-NACH mandate	
3	Upto 2 lacs mandate per annum	
	Upto 5 lacs mandate per annum	
	Above 5 lacs mandate per annum	

Above rates are exclusive of all taxes including GST as applicable. The cost paid to NPCI or similar agency (if any incorporated in future) will be borne by the Bank and Service Provider to quote rates excluding this.

The Service Provider should be open to negotiate the above pricing for lowering down on a deal to deal basis if the volume of business warrants so.



# 20. EVALUATION FOR LOWEST PRICES

The procedure to be followed is as given below:

A score (S) will be calculated for each item of all qualified Service Providers using the following formula:

$$S = C_{low} \times W$$

**C** stands for commercial rate quoted for that item

C<sub>low</sub> stands for the lowest commercial rate quoted for that item

W stands for the multiplier (weightage score) assigned to that item

As an example, please refer below:

Sr. No.	Service Provider	Multiplier	Rate	Lowest Rate	Final Score
Line Item 1					
1	AAA	5	1100	1000	4.54
2	BBB	5	1200	1000	4.16
3	CCC	5	1000	1000	5.00

In the above example, AAA with the highest score 5.00 becomes the L-I, CCC with second highest score 4.54 becomes L-2 and BBB with lowest score 4.16 becomes L-3 Service Provider.

The Service Provider getting Max. Marks in total i.e. S will be adjudged as L-1, Second Highest will be L-2, so on and so forth.

In case of more than one Service Provider with equal highest score (S) upto two decimals, then the number of decimal will be increased.

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

#### 21. NO COMMITMENT TO ACCEPT LOWEST OR ANY BID

The Bank shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers at any stage without assigning any reasons whatsoever.

## 22. PAYMENT TERMS

The terms of payment are as under:-

- (i) No advance payment against work order.
- (ii) Payment of bills will be made centrally after receiving the consolidated monthly bills with all supporting documents from Service Provider duly verified by the respective branches currency chest within -7- days of submission of such bill.
- (iii) Payment for additional amounts, if any will be calculated on a monthly basis.
- (iv) In the event it is found that extra payments have been made by Bank of Baroda on account of any discrepancies in the bills raised by the Service Provider or over



charging or otherwise, Service Provider shall promptly reimburse to Bank of Baroda all extra amounts which have been paid by Bank of Baroda. In case the Service Provider fails to pay this amount to Bank of Baroda, the amount shall be deducted from the future payment due with prior intimation to the Service Provider.

# 23. SERVICE LEVEL & NON DISCLOSURE AGREEMENT (SL&NDA)

The Service Provider shall be required to enter into an SLA&NDA within 15 days from the date of its selection as successful, otherwise the EMD with the Bank shall be forfeited. The all the expenses related to execution of the document such as the applicable stamp duty and registration charges if any shall be borne by the vender.

# 24. LIQUIDATION AND BANKRUPTCY

If the Service Provider becomes bankrupt or insolvent or causes or suffers any receiver to be appointed for his business or any assets thereof, compounded with his creditors, or being a corporation, commerce to be wound up for the purpose of amalgamation or reconstruction/liquidation, or carry on its business under a receiver for the benefit of its creditors, the Bank shall be at liberty to terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Service Provider or to the receiver or liquidator or to any person in whom the contract may be vested OR Give such receiver, liquidator or other person the option of carrying out the contract subject to his providing guarantee for the amount to be specified by the Bank. The decision of the Bank shall be final.

# 25. NEGLIGENCE AND INDEMNITY

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

Bank's authorized/bona fide use of the Deliverables and /or the Services provided by Service provider under this assignment; and/or

- Negligence or willful misconduct of the Service provider and/or its employees, agents, sub-contractors in performance of the obligations under this assignment; and/or
- claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Service provider, against the Bank; and/or claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Service provider to its employees, its agents, contractors and subcontractors or breach of any terms, representation or false representation or inaccurate statement or assurance or covenant or warranty of the Service provider under this assignment; and/or
- breach of confidentiality obligations of the Service provider; and/or any or all Deliverables or Services infringing any patent, trademarks, copyrights or such



other Intellectual Property Rights;

Bank shall notifies the Service provider in writing as soon as practicable when the Bank becomes aware of the claim and co-operates with the Service provider in the defense and settlement of the claims.

The Service provider shall have sole control of the defense and all related settlement/ negotiations, and Bank will provide the Service provider with the assistance, information and authority reasonably necessary to perform the above.

If the Customers claim compensation for loss/damages due to delay in service, the Service Provider will be liable for the same and will make good the amount of loss/damage.

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

## **26. FORCE MAJEURE**

If, at any time during the period of the contract, the performance in whole or in part by either party or any obligation under the contract shall be prevented or delayed by reasons of any war, hostilities, acts of God, Public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics etc. then, provided notice of the happening of the any such events is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate their contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance. The whole or any part of the Party's obligations under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If force majeure event continues beyond the period of three (3) months the parties shall hold consultation to resolve the problem satisfactorily.

# **27. ARBITRATION**

Any dispute between the Parties arising out of this Agreement shall be amicably settled failing which the matter shall be referred to arbitration by a Sole Arbitrator, mutually agreed upon and the award made in pursuance thereof shall be binding on the parties. The Arbitration proceedings shall be held at the Mumbai. The Arbitration proceeding shall be governed by Arbitration & Conciliation Act 1996, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

The arbitration shall be conducted in accordance with the laws of India. Any appeal will be subject to the exclusive jurisdiction of courts in Mumbai.

If any fees are payable to the arbitrator, this shall be equally borne by both the parties. The Service Provider shall continue to work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot be continued until the decision of the arbitrator is obtained.



## 28. TERMINATION CLAUSE

Bank shall have option to terminate/cancel this RFP at any stage without any prior notice.

In following events Bank shall terminate this assignment or cancel any particular order if the Service Provider:

- ▶ breaches any of its obligations set forth in this assignment or any subsequent agreement and Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or
- ➤ failure by the Service provider to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank; or
- the progress regarding execution of the contract /services rendered by the Service Provider is not as per the prescribed timeline and found to be unsatisfactory
- Supply of sub-standard materials/services;
- ➤ If deductions of penalty exceeds more than 10% of the total actual/estimated annual fee paid/payable to the Service Provider.
- > Delay in delivery/installation/commissioning of services.

Bank may terminate subsequent agreement on happening of following events:

- > The Service Provider is unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof:
- A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the Service Provider and such appointment continues for a period of twenty one (21) days;
- ➤ the vender is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.
- > The vender becomes the subject of a court order for its winding up.

Notwithstanding above, in case of change of policy or without any reason or any unavoidable circumstances Bank reserve the right to terminate this assignment or any subsequent agreement and/or any particular order, in whole or in part by giving Vendor at least 90 days prior notice in writing.

## 29. WAIVER

Non-enforcement by either party of any of the provisions of this Contract shall not construe or constitute as a waiver of the provision itself or any subsequent breach thereof. The validity of the Contract shall not be affected, should one or more of its stipulations be or become legally invalid and such stipulation is severable from and not fundamental to the obligations of either party to this Contract. In such a case, the parties shall negotiate in good faith to replace the invalid clause by an agreed stipulation which



is in accordance with the applicable Indian Law and which shall be as close as possible to the party's original indent.

## 30. STATUTORY AND OTHER REGULATIONS

The Service Provider shall comply with all the statutory obligations of the Government of India/State Governments and local authorities applicable and the Bank shall not be liable for any action under the statutes applicable due to non-compliance of statutory obligations by the Service Provider.

The Service Provider should have/obtain before commencement of the work, the requisite licenses, approvals, certificates, registration from all statutory authorities valid for the entire duration of the agreement failing which, the Service Provider will be responsible and liable for payment of penalties and any other charges imposed by the concerned authority.

## 31. APPLICABLE LAW AND JURISDICTION

The Contract shall be interpreted in accordance with the laws of India. Any dispute arising out of this agreement will be under the jurisdiction of Courts of at Mumbai, Maharashtra.

# 32. LIABILITY OF THE SERVICE PROVIDER

- > The Service Provider's aggregate liability in connection with obligations undertaken as a part of this Project whether arising under this project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), except the ground mentioned under para two of this clause, shall be actual and limited to the contract value
- The Service Provider's liability shall be unlimited for losses/claims against the Bank resulting from the willful misconduct or gross negligence, the Service Provider, its employees or subcontractors damage to real or tangible or intangible property by the Service Provider, infringement of patents, trademarks, and copyrights or such other Intellectual Property Rights or breach of confidentiality obligations.
- Under no circumstances the Bank shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this RFP or any subsequent agreement, even if the Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.
- > The Service Provider shall be responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors on the part of its employees.
- The Service Provider shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by itself and shall be vicariously liable for all the acts, deeds or things done by its employees, agents, contractors, sub-



contractors etc., whether the same is within the scope of power or outside the scope of power, vested or instructions issued by the Bank under the Contract to be issued for this RFP.

- > The Service Provider should have a contingency plans to ensure business continuity.
- In all cases of termination (early or otherwise) the Service Provider will handover documents, data and other related materials to the Bank
- > The service provider will not subcontractors by for all or part of an activity assigned to them by the Bank without explicit written consent of the Bank.

However, the Service Provider would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

# 33. CONFIDENTIALITY

The Service Provider is not authorized to disclose to anyone, other than the Bank of the information/Data relating to the number of applications or individual details thereof, received or entered in computer system in any manner whatsoever.

All information related to the services is the property of the Bank. The Service Provider cannot use this data for any purpose for its benefit directly or indirectly or share it with any other person/agency.

The Service Provider shall be required to enter into a proper Non-Disclosure Agreement for this purpose with the Bank before the commencement of the services. The Service Provider shall be liable to the Bank for any violation of the Non-Disclosure Agreement and unauthorized disclosure/use of the information/data in its possession.

The Service Provider shall be responsible and liable for any damages caused to the Bank or its customer for the actions or inaction of Successful Bidder and will compensate the Bank or its customers accordingly. The compensation amount will be decided by the Bank.

The Service Provider shall handover the complete data dump to the Bank. After handing over the complete data dump, the Service Provider shall, on receiving a communication from the Bank, purge the entire data related to the assignment from all its computer systems, storage locations including floppies, CDs, DVDs, tapes, Hard Disk drives, pen drives etc. The Service Provider shall provide a certificate to this effect to the Bank. Breach of security and leakage of confidential customer related information will attract suitable penalty as decided by the Bank.

# 34. RATES IN FIGURES AND WORDS

The Service Provider should quote in English both in figures as well as in words the rates and amount tendered by the Service Provider in the schedule of Rates for each item and in such a way that interpolation is not possible. The amount for each item



should be worked out and entered and requisite totals given of all items both in figures and in words.

The tendered amount for the work shall be entered in the tender and duly signed by the Service Provider. For all purposes only the amount given in "words" will be accepted.

# 35. DISQUALIFICATION

BOB may at its sole discretion and, at any time during the evaluation of proposal, disqualify any respondent, if the respondent has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements, failed to provide related clarifications, when sought or declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted. Any form of canvassing/lobbying/influence will result in disqualification at the sole discretion of the Bank.

## **36. CORRUPT AND FRAUDLENT PRACTICES**

As per the Government directives, it is required that selected Bidders/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of such contracts.

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

The Bank reserves the right to reject a proposal for award if it determines that the selected Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time as per the Bank's discretion, 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.

# **37. VIOLATION OF TERMS**

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 selected Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. 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.



## 38. AUTHORISED SIGNATORY

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

## 39. BANK OF BARODA RESERVES THE RIGHT TO:

- Reject any and all responses received in response to the RFP.
- Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery.
- Extend the time for submission of all proposals.
- Select the most responsive Service Provider (in case no bidder satisfies the eligibility criteria in totality)
- > Select the next most responsive Service Provider if negotiations with the Service Provider of choice fail to result in an agreement within a specified time frame.
- ➤ Use the information/clarifications provided in response to RFP by the Service Provider in any form, for evaluation purpose.
- Re-negotiate the price and terms of the entire contract with the Service Provider at more favourable terms in case such terms are offered in the industry at that time.
- Cancel the RFP/Tender at any stage, without assigning any reason whatsoever.
- Change the time schedule of the RFP for inviting the bids or evaluation thereof.
- > Appoint more than one Service Provider per location.
- Change the Service Provider.
- ➤ Bank reserves the right to change/modify/cancel/delete the process flow/operating procedure at any point of time.
- Bank reserves the right to direct the Service Provider to raise the limit of Fidelity Insurance considering the business volume in future.

Head - Cash Management Services. Bank of Baroda, Baroda Sun Tower, C-34 G-Block Bandra Kurla Complex, Mumbai 400 051





E-NACH/m-NACH is an automated registration of mandates through API by using Internet banking/debit card/Aadhaar or any other mode specified as Authentication modes by NPCI/Regulators.

# **OPERATING PROCEDURE:-**

- The Service Provider needs to integrate the corporate's portal using corporate's API wherever available or provide its own APIs for such integration.
- The Service provider needs to integrate with BOB APIs for updating the mandate status
- Service provider needs to process the mandate data with NPCI and updates the status of mandate either success/failure/reject with Corporate and BOB through APIs
- Service provider to submit the MIS and reconciliation data as decided by BOB /corporate from time to time.
- Service provider must send an alert to retail customer & Corporate whenever it receives status from NPCI.
- Service provider must ensure that the sponsor is always Bank of Baroda while lodging the mandate data to NPCI and need to check the same when receiving from Corporate.
- Service provider must ensure that the data should be encrypted / decrypted as per the logic provided by BOB/Corporate/NPCI.
- Any changes adopted by NPCI or other regulatory bodies to be carried out by the service provider without any cost to the BOB.
- Any changes adopted by NPCI or other regulatory bodies to be carried out by the service provider without any cost to the Bank.

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# (Offer letter to be typed on the Service Provider's letter head)

The Head- Baroda Diginext Cash Management Services, Bank of Baroda, 8<sup>th</sup> Floor, Baroda Sun Tower C-34 G-Block, Bandra-Kurla Complex, Bandra (E) Mumbai 400 051

Dear Sir.

Re: Your RFP notice inviting proposals for providing fully automated e-NACH & m-NACH Mandate Registration & Processing System with BOB as a Sponsor Bank.

Having examined the RFPs including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to undertake we hereby enclose our offer for providing fully automated e-NACH & m-NACH Mandate Registration & Processing System as referred in RFP as per the Banks requirement in full conformity with the said tender document and in accordance with our proposal.

- 1) If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the RFP.
- 2) We confirm that this offer is valid and open for evaluation according to their terms and conditions for a period of (6) months from the last date for submission of tender document to the Bank.
- 3) This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- 4) We have never been barred/black-listed by any PSU Bank/Private Bank/regulatory/statutory authority in India or abroad.
- 5) We undertake that in competing for and if the award is made to us, in executing the subject contract, we shall strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- 6) 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.
- 7) We hereby covenant, warrant and confirm that the soft-copies of the proposal submitted by us in response to the RFP and the related addendums/ corrigendum and other documents including the changes made to the original RFP issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal submitted by us, in all respects.



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

Dated this	by	2020/1
	•	
Yours faithfully		

# **Authorised Signatory**

**SEAL** 

(Name & Designation, seal of the Service Provider with necessary Board resolution attached along with telephone No. and e-mail address)

Date:-Place:-





# **TECHNICAL BID PARAMETERS**

# Selection of Service Providers for fully automated e-NACH & m-NACH Mandate Registration & Processing System with BOB as a Sponsor Bank.

1	Name of Org	anization			
2	CIN or Regis	tration Num	ber		
3	Date of Estai	blishment			
4	Constitution (Whether Pv Ltd. Co./Firm	t. Ltd. Comp /Proprietary	oany/Public /LLP etc.)		
5	Address of with Phone, and Name of	Fax Nos.,	e-mail ids		
8	Website add	ress			
9	Name & address along-with Mobile No. and e-mail ids of all Directors/Partners/Proprietor/Key Managerial Person.			List enclosed	
10	Name of the deal in this information li	RFP/Bid w	ith contact		
11	Number of providing e Mandate Re System.	-NACH &	m-NACH		
12	The service experience undertaken Public/Private Banks/NBFC Presently the -2- PSU/private Banks havir more than 10	of s the ser e Sector for last ey must hav vate sector g branch	uccessfully vices for /Scheduled 2 years. e minimum /scheduled network of	Organizations/l Certificate/ let the performand being provided	pies issued by the Banks and ter stating about te of the Services d. (Copy of the ed as Annex-VI)
	Banks/NBFC	in last two ork order cop	years. (Deta	ails as per the fo	ector Scheduled ormat given below cates in respect of
	Name/s of the Bank/ NBFC	Period of service	Type of Service	No. of mandates processed	Contact person name, Tel. nos. & e-mail ids
			l		



	UD DENA	-
13	Net worth of Service Provider as on	a) Audited Profit & Loss Account
	31/03/220 certified by statutory	and Balance Sheet for
	auditor	respective period.
14	Profit making for last two years	
	(Audited P&L A/C and Balance	b) Certificate of Net worth and
	Sheet to be enclosed) along with	Positive earnings before
	Auditor's Name, address, telephone	interest, taxes, depreciation and
	no. and e-mail address	amortization (EBITDA) for the
	2018-2019	past 2 years by a Statuary
	2019-2020	Auditor.
15	At least processed 10,000 e-NACH	Certificate from Chartered
	mandate during 2019-20	Accountant.
	Number of e-NACH Mandates	7 toodantanti
	procured during:	
	2018-19	
	2019-20	
16	At least processed 5,000 m-NACH	Certificate from Chartered
10	mandate during 2019-20	Accountant.
	Number of m-NACH Mandates	Accountant.
	procured during:	
	2018-19	
47	2019-20	Operation of the second NEON
17	The Service Provider is connect to	Certificate from NPCI
	NPCI through a web service or	
	through a SFTP for data exchange.	0 6 4
18	The service provide have an ability	Confirmation certificate from
	to connect to a new corporation like	Service Provider.
	NPCI if coming into existence in the	
	future through a web service or	
	through a SFTP for data exchange	
	without charging any fee from Bank.	
19	Registration status with various	Copies of supporting documents
	Authorities and Income Tax Returns	along with the last -3- years
		Income Tax Returns enclosed.
20	It shall be the duty and responsibility	Self-declaration for possession
	of the Bidders/Service Providers to	of valid documents and renewals
	ensure themselves about the legal,	in future. Original Documents
	statutory and regulatory authority,	from concerned authority as
	eligibility and other competency of	applicable should be with the
	them to participate in this RFP and	Service Provider and same
	to provide any and all the services	should be made available to
	and deliverables under the RFP to	Bank/RBI etc. on demand.
	the Bank.	(Undertaking enclosed)
21	Name and address of Bankers	List enclosed
	along with Telephone No. and e-	
	mail address	
22	Total number of staff on the Roll of	
	the company as on the end of	
	previous month of the date of	
	bidding	
	L DICICIII ICI	



23	List of Service Provider's Corporate Office or any other prominent place branch/ offices containing address, phone numbers and e-mail id along with the name and contact details of the person heading that branch/office.  Details of Offices/Branches/Service				List enclose format	·	following
							T
	Sr. No.	Place	Complete Address	Contact Details (Including Name of In charge and his contact no. email etc.)	Service Facilities Available (Describe)	No of Staff	Jurisdiction
24	4 Process of Service Flow presently followed by the Service Provider			(To be attac	ched)		
25	•				nbers a	of persons, nd e-mail ids BOB.	
26	Minimum Turnaround Time (TAT) for any query			Provide di proposal.	raft SL	.A with the	
27	The Service Provider should not be blacklisted/barred/disqualified by regulatory/ statutory body as on date of submission of bid.			Self-declara	ation.		
28	the	necessa	ce Provider ary infrastru outer etc.		Yes, we I infrastructur business.		II necessary run the

Note: Wherever copies are required to be furnished, they should be self-attested.

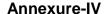
I/We hereby confirm that all information, particulars, copies of certificates and testimonials in connection with my/our empanelment for above job are correct and genuine. I/We am/are, therefore, liable to face appropriate actions as deemed fit by the Bank in the event of any of the information/s, particulars, copies of the certificates and testimonials are not found correct and genuine.

# Authorized Signatory

**SEAL** 

(Name & Designation, seal of the Service Provider with necessary Board resolution/document giving the authority to sign the RFP)

Date: - Place:-





# DECLARATION-CUM-UNDERTAKING-CUM-INDEMNITY BY THE SERVICE PROVIDER

# Selection of Service Providers for fully automated e-NACH & m-NACH Mandate Registration & Processing System with BOB as a Sponsor Bank.

In case my/our Offer is accepted, I/we undertake the following and declare as under: -

- 1. I/we have downloaded the tender documents from the website <a href="www.bankofbaroda.com">www.bankofbaroda.com</a> of the Bank and have not tampered/modified the tender document in any manner. In case, if the same is found to be tempered/modified, I/we understand that our tender will be summarily rejected and appropriate action will be initiated against me/us.
- 2. I/we do declare that we have carefully read all the terms and conditions mentioned in the RFP document and express our consent and agree to abide by all the terms and conditions as stipulated in the RFP document. All the information furnished by me/us hereunder is correct to the best of my/our knowledge and belief.
- 3. I/we declare that we are fully compliant with existing and will ensure compliance with any future statutory/regulatory obligations of the Government of India/State Governments, local and regulatory authorities as applicable. We have/will obtain before commencement of the work, the requisite licenses, approvals, certificates from all statutory authorities valid for the entire duration of the agreement
- 4. Will fully facilitate for the Bank's compliance with regard to Regulatory/Statutory guidelines on Code of Conduct in Outsourcing of Financial services by Banks.
- 5. The company has training facilities, where the staff will undergo periodic training and a certificate of such training will be submitted to the Bank on demand.
- 6. All particulars of our Staff will be provided to the Bank as and when demanded
- 7. I/we fully indemnify the Bank against any loss and have a Fidelity Policy for Rs. 1.00 Crores (Rs. One crores) which would be kept renewed and assigned in favour of the Bank and a copy of such policy will be provided to the Bank.
- 8. I/We understand that if any false information is detected at a later date, any contract made between ourselves and Bank of Baroda, on the basis of the information given by me/us can be treated as invalid by the Bank and I/We will be solely responsible for the consequences.
- 9. I/we will provide all necessary MIS and reconciliation data to the bank in Bank's format on EOD.
- 10. I/we have obtained and will keep on renewing (if required) all the requisite licenses, approvals, certificates, registrations, permits, NOC, tax clearance, compliance certificates like GST, Income Tax (PAN,TAN etc.), PF, ESIC, EPF,



Contract Labour Act 1979 etc. from all statutory authorities as required for our business and indemnify the Bank against the payment of penalties and/or any other charges imposed by the concerned authority on me/us.

- 11. We undertake to produce the original documents, licenses, approvals, certificates, registrations, permits, NOC, tax clearance, compliance certificates etc. from the concerned authority to the Bank/RBI/Statutory Authorities on demand.
- 12. I/We confirm that I/we/Directors are not defaulter to any of the Bank/Financial Institution.
- 13. I/We confirm that none of the employee/officer/director of Bank of Baroda has ownership rights in the company and none of the Directors of the company have any relatives working in Bank of Baroda.
- 14. Net worth certificate is from Statuary Auditor as on 31.03.2020.
- 15. I/We is/are not disqualified or debarred/ blacklisted by any Public/Private Sector Bank for providing CMS/DSBS.
- 16. I/we agree that I/we have no objection if enquiries are made about the work listed by me/us in the accompanying sheets.
- 17. I/We agree that the decision of Bank of Baroda in selection of Service provider(s) will be final and binding to me/us. I/we have no objection in appointment of multiple vendor in any of the centers.

# Authorized Signatory SEAL

(Name, address, telephone no., e-mail & Designation, seal of the Service Provider with necessary Board resolution/Document giving the authority to sign the RFP)

Date:-	
Place:-	



#### **Annexure-V**

# **CONFIRMATION CERTIFICATE**

Further to our proposal dated ......, in response to the Request for Proposal (REF: BCC:CMS:112/114 dated 8<sup>th</sup> December 2020 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/ corrigendum and other documents including the changes made to the original RFP issued by the Bank shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

I/we further confirm that I/we have/will

- 1. an online system to inform/communicate to Bank's Zonal Monitoring Cell/Currency Chests/Designated branches of the Bank and the customers regarding the cash Picked up/delivered.
- 2. an ability to connect to the Bank through a web service or through a SFTP if required by the Bank for providing data etc.
- 3. no objection in Bank's appointing more than one Service Provider.
- 4. a dedicated Helpdesk for Bank of Baroda.
- 5. submit the Turnaround Time to the satisfaction of the Bank for resolution of any query raised by the Bank.

# **Authorized Signatory**

**SEAL** 

(Name, address, telephone no., e-mail & Designation, seal of the Service Provider with necessary Board resolution/Document giving the authority to sign the RFP)

D	at	е	:-	
PI	a	C.6	٠.	_





# CERTIFICATE OF PERFORMANCE TO BE SUBMITTED ON THE CONCERNED BANK'S LETTER PAD

# TO WHOM SO EVER IT MAY CONCERN

	certify that M/s		_ is providing fully e-NACH & mous since: -
	1. From	To	
	2. From		
	3. From	To	
	4. From	To	
	5. From	To	
(Name and	cate is issued to the Service of the Signification	ng authority of the	,
Telephone	No:		
e-mail ID:			
Place:			
Date:			





# **COMMERCIAL BID**

Selection of Service Providers for fully automated e-NACH & m-NACH Mandate Registration & Processing System with BOB as a Sponsor Bank.

## I/We submit hereunder our Commercial Bid:

Sr.	Description	Rates in Rs.
no.		
1	Cost of Initial ERP/Web service Integration with Corporate (OTC)	
2	Cost of one e-NACH mandate	
	Upto 2 lacs mandate per annum	
	Upto 5 lacs mandate per annum	
	Above 5 lacs mandate per annum	
3	Cost of one m-NACH mandate	
	Upto 2 lacs mandate per annum	
	Upto 5 lacs mandate per annum	
	Above 5 lacs mandate per annum	

Above rates are exclusive of all taxes including GST as applicable. The cost paid to NPCI or similar agency (if any incorporated in future) will be borne by the Bank and we have quoted rates excluding this.

We are open to negotiate the above pricing for lowering down on a deal to deal basis if the volume of business warrants so.

# Authorized Signatory

**SEAL** 

(Name, address, telephone no., e-mail & Designation, seal of the Service Provider with necessary Board resolution/Document giving the authority to sign the RFP)

Date: - Place:-



# **ANNEXURE VIII**

Declaration/Undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23<sup>rd</sup> July 2020 issued by Ministry of Finance Department of Expenditure

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

То	
Barod Bandr	of Baroda a Sun Tower a Kurla Complex a (E), Mumbai 400 051
Sir,	
<i>not ap</i> Liabili	M/s are a private/public limited company/LLP/Firm <strike applicable="" is="" off="" whichever=""> incorporated under the provisions of the Companies Act, 1956/2013 Limited by Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at(referred to as the "Bidder") are desirous of participating</strike>
in the	Tender Process in response to your captioned RFP and in this connection we hereby re, confirm and agree as under:
& the 2020 i Gener regard countr	ne Bidder have read and understood the contents of the RFP and Office Memorandum Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July ssued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the ral Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, ding restrictions on availing/procurement of goods and services, of any Bidder from a ry which shares a land border with India and / or sub-contracting to contractors from countries.
particu	ms of the above and after having gone through the said amendments including in ular the words defined therein (which shall have the same meaning for the purpose of eclaration cum Undertaking), we the Bidder hereby declare and confirm that:
Please	e strike off whichever is not applicable
1.	"I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that is not from such a country."
2.	"I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that is from such a country. I hereby certify that fulfills all requirements in this regard
	Request for Proposal for selection of Service Providers for e-NACH & m-NACH Mandate Registration & Processing System



and is eligible to be considered. [Valid registration by the Competent Authority is attached.]"

Further In case the work awarded to us, I/ we undertake that I/ we shall not subcontract any of assigned work under this engagement without the prior permission of bank. Further we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that our subcontractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our subcontractor fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached herewith.]"

- 2. We, hereby confirm that we fulfil all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process. We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ Ernest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.
- 3. This declaration cum undertaking is executed by us through our Authorized signatory/ies after having read and understood the Office Memorandum and Order including the words defined in the said order.

Dated thisby20
Yours faithfully,
Authorized Signatory Name:
Designation:
Vendor's Corporate Name Address
Email and Phone #
List of documents enclosed:  1. Copy of certificate of valid registration with the Competent Authority (strike off if not applicable)
2
4



# **ANNEXURE IX**

# **EVALUATION FOR LOWEST PRICES**

Line items	Description	Multiplier (W)	Base Rate	Lowest Rate	Score
(A)	(B)	(C)	(D)	(E)	S=(E/D)*C
R 1	Cost of Initial ERP/Web service Integration with Corporate (OTC)	20.0			
R 2	Cost of one e-NACH mandate Upto 2 lacs mandate per annum	20.0			
R 3	Cost of one e-NACH mandate Upto 5 lacs mandate per annum	10.0			
R 4	Cost of one e-NACH mandate above 5 lacs mandate per annum	10.0			
R 5	Cost of one m-NACH mandate Upto 2 lacs mandate per annum	20.0			
R 6	Cost of one m-NACH mandate Upto 5 lacs mandate per annum	10.0			
R 7	Cost of one m-NACH mandate above 5 lacs mandate per annum	10.0			
GRAND TOTAL		100.0	***	***	