



## **Request for Proposal**

**“Selection of Service provider  
for End-to-end implementation of  
Universal Reconciliation System & Dispute  
Handling process for  
Digital Banking Channels & Products”**

**Bank of Baroda,  
Digital Banking Department,  
5<sup>th</sup> Floor, Baroda House,  
Behind Dewan Shopping Centre,  
S V Road, Jogeshwari (West),  
Mumbai – 400 102**

**RFP Reference Number: BCC: DB: DCOT:112:1117 Dated:10.12.2020**

**[A] RFP Information and Important dates:**

#	Particulars	Timeline
1	RFP Issuance Date	10 <sup>th</sup> December 2020
2	RFP Coordinator Name, Contact details (Bank)	1. Name- Mr. Amrendra Kumar 2. Contact No. – 022-48776040 3. <b>Email:</b> cm.drcardrecon@bankofbaroda.com 4. <b>Postal Address:</b> The Chief Manager, Digital Banking Department, 5 <sup>th</sup> Floor, Baroda House, Behind Dewan Shopping Center, S V Road, Jogeshwari (West) Mumbai - 400102
3	Last Date of Written request for Clarifications Before the Pre-bid Meeting (through email)	19 <sup>th</sup> December 2020
4	Pre-bid Meeting Date & Venue details	23 <sup>rd</sup> December 2020 (through Team Meeting) – Vendors are required to send their Mail IDs and other details required to send Team Meeting invitations
5	Last Date of Submission of RFP Response (Closing Date)	11 <sup>th</sup> January 2021 at 3 PM
6	Eligibility Cum Technical Bid Opening Date	11 <sup>th</sup> January 2021 at 5 PM
7	Commercial Bid	The commercial bids of only those Bidders who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible Bidders.
8	Application Money	Rs. 25,000
9	Bid Security (Earnest Money Deposit)	Rs. 20,00,000

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

**[B] Important Clarifications:**

Following terms are used in the document interchangeably to mean:

1. Bank, BOB means 'Bank of Baroda' & its associate / joint venture / subsidiaries /RRBs/Amalgamated Banks
2. eDB means Erstwhile Dena Bank
3. eVB means Erstwhile Vijaya Bank
4. Recipient, Respondent, Bidder, Agency, Vendor means the respondent to the RFP document

5. Service Provider, Successful Bidder refers to the vendor/agency who has been selected for the project
6. RFP means this Request For Proposal document
7. Proposal, Bid means “Response to the RFP Document”
8. Tender means RFP response documents prepared by the bidder and submitted to Bank of Baroda
9. Support means Support & Services to be provided as part of the Scope of Work

Important note:

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

I. “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.

II. “Bidder from a country which shares a land border with India” for the purpose of this Order means:

- 
- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose *beneficial owner* is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

III. 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—

“Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent, of shares or capital or profits of the company;

“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.
6. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
7. 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.
8. A declaration in respect to order no. 6/18/2019-PPD dated 23<sup>rd</sup> July 2020 issued by Ministry of finance department of expenditure to be submitted as per Annexure 9

**Confidentiality:**

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

**Disclaimer:**

The document is not recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and the empaneled recruitment consultants as selected by the Bank, after completion of the selection process read in conjunction with the invitation document. The invitation document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent") and no other person or organization; the Bank's decision is final in this regard.

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## 1. Introduction

Bank of Baroda is one of the largest Public Sector Banks (PSU) in India with a branch network of over 9000+ branches in India and 100+ branches/offices overseas including branches of our subsidiaries, distributed in 25 countries.

Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai – 400051 (hereinafter referred to as the “Bank”) which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this RFP document, hereinafter called RFP, to eligible Bidders, hereafter called as ‘Bidders’, to participate in the techno commercial bidding for Selection of Service provider for End-to-end implementation of Universal Reconciliation System & Dispute Handling Process For all Digital Banking Channels & Products.

Our Bank is inviting Bids for “Selection of Service provider for End-to-end implementation of Universal Reconciliation System & Dispute Handling process for Digital Banking Channels & Products” in Bank of Baroda. At the bank’s discretion, the same would also need to be implemented at Regional Rural Banks (RRBs) of Bank of Baroda & foreign subsidiaries / territory branches on an OPEX (operational expenditure) model.

## 2. Project Overview

This Request for Proposal (RFP) has been prepared solely for the purpose of enabling Bank of Baroda (“the Bank”) to select a Bidder for End-to-end implementation of Universal Reconciliation System & Dispute Handling process for Digital Banking Channels & Products. The Bank wishes to put in place Universal Reconciliation System & Dispute Handling Process, for all its digital banking channels & Products with minimum uptime of 99.95%.

Towards this end, the Bank wishes to select a competent vendor who will be able to deliver / implement the required solution and integrate the same with the Banks’ applications of respective and that of RRBs. At the bank’s discretion, vendor will also be required to support Bank and RRBs in integration of future solutions, which Bank/RRBs are going to procure.

Bank proposes to manage reconciliation & dispute resolution/ management process as under

- Proposed bidder would implement Universal Reconciliation & Dispute Management System (Only Software) and provide Onsite technical support for managing desired uptime & implementing change requests.
- Bank’s subsidiary, Baroda Global Shared Services (BGSS) resources would be managing day to day operations related to reconciliation & dispute management.
- Bank would be providing IT infrastructure, network & other infra support. Bank’s official would be monitoring BGSS Operations and would be managing financial decision & posting in CBS & monthly invoicing & billing.

The Bank, for this purpose, invites proposal from Bidders who are interested in participating in this RFP who fulfill the eligibility criteria and are also in a position to comply with the technical specification as mentioned in “Eligibility Criteria”. Apart from the above the bidder must also agree to all the terms & conditions mentioned under this RFP.

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

## 3. Scope of Work

- A Bidder should be an OEM System Integrator for providing an end to end scalable Reconciliation

Solution or bidder who directly can provide the required solution- The solution should be implemented at Bank, and at the Bank's discretion, at RRBs of Bank, foreign subsidiaries and should cover all existing branches / regional offices / administrative offices. However, there may be increase in the number of branches / offices as per the business requirement / policies of the Government (merger/ acquisition). Hence, the same needs to be considered as part of scope of work. Currently this RFP is only related to procurement of solution for Debit Card transaction and ATM / CR reconciliation including dispute management, however the same can be extended to other Digital Products as and when desired by Bank

- The Bank will arrange for, necessary servers, hardware and applicable operating system to install the solution at Bank Data Centre and also should replicate at Disaster Recovery Site, Hyderabad/ other major city in India. DC and DR will function as Active / Passive. The RTO and RPO requirement for DC DR replication will be 15 minutes. Application and database to have separate instance for Bank and each RRB, foreign subsidiaries/ territory branches. Implementation will be at DC (Mumbai) and DR at Hyderabad. These locations, if changed, the solution be implemented accordingly. Network connectivity, security and other infrastructure will be provided by the Bank.
- The project will be implemented at the location(s) desired by Bank.
- The vendor should develop a project implementation plan indicating milestones and deliverables to Bank.
- The project implementation plan will be monitored regularly and delay in achieving milestones and deliverables will be analyzed and corrective action to be taken.
- The Solution involves Business Rules engine (to enable configurability) Alerts Mechanisms and MIS reporting based system integrated with various organizational financial transaction based Systems / Applications.
- The Bank will provide necessary infrastructure, Printer, Email facility, Work space, furniture and electricity to enable the vendor to complete implementation.
- MIS Reports generation: The solution should also generate data files as per the format needed by Bank from time to time
- To provide details regarding Database Design, Table Structure, Application Programming Interface etc. so as to give the Bank , sufficient insight on working of the application or software. System should have maximum automation and minimum human intervention mechanism based on AI / ML / Robotics etc.
- Day to operations pertaining to reconciliation & dispute management is proposed to be run by Bank' subsidiary- Baroda Global Shared Services (BGSS) from GIFT City Gandhinagar / Baroa (PR site) and Mumbai (BCP Site) or any other site as finalized. Solution provider is expected to provide adequate knowledge transfer (KT), Training and operational guidelines to designated bank-staff / BGSS staff / bank's subsidiary staff for data extraction, conversion and uploading tasks, Report Generation Software / Tools installed .The Bank may provide a centralized location for training or may ask the successful bidder to give training at different centers required by the Bank.
- The Solution provider must ensure that the solution provided is compatible to integrate with Bank's systems, especially the CBS,/ Switch which uses oracle database, Customer Relationship Management (SIEBEL CRM) complaint management module, Debit Card Management System (DCMS) etc. Any middleware if required for necessary integration needs to be provided by the bidder within the same quote given for entire solution.

- Implementation site, if changed, will be informed to successful bidder.
- The solution /application may be accessed by different locations. Solution provide (bidder) to ensure the same.
- Any up-gradation or modification related to compliance & regulatory requirement by the Bank to be provided free of cost by the vendor.
- Bid price per transaction for the module wise recon solution to be quoted.
- Vendor must provide minimum 5 qualified fit & proper technical resources verified by the police, having graduation or diploma onsite during office hours of the bank and in case of exigencies the bank can request for extra hours and night shifts/ 24X7.
- The system integrator or bidder will be the single point of contact to provide the solution to the Bank. The selected system integrator or bidder will provide the Bank a complete solution for all the modules including but not limited to supply, installation of required hardware & software.
- Successful Bidder' is the system integrator or bidder whose technical bid is proved responsive and emerges as H1 bidder in techno commercial evaluation process.
- The proposed solution by the system integrator or bidder should have the experience as mentioned in the Eligibility Conditions. Certification of satisfaction of service from GM / DGM (for implementation in India) or Head of Department (for implementation abroad) should be provided. Summary of one such project implemented must be enclosed with the technical bid, giving below details;
  - Name of the Client
  - Number of Branches
  - Nature of the Project
  - Scope of the Project
  - Project Deliverables
  - Architecture of the solution implemented
  - Date of award of Contract
  - Date of commencement of the Project
  - Date of successful commissioning of the Project (Pilot / Live)
  - Whether the Project has been vetted / audited by any independent Agency / Institutional Consultants of Repute, and if so, outcome thereof.
  - Name of the person who can be referred to from Clients' side, with Name, Designation, Postal Address, Contact Phone and Fax numbers, E-Mail IDs, etc. (Attach copies of purchase orders)
- The Bank also reserves the right to inspect such installation(s) while evaluating the Technical Bid. The system integrator or bidder should obtain permissions and bear all the expenses in this regard.
- System integrator / successful bidder will provide module wise reconciliation system and grievance handling process. Any other software required to run the solution should be provided by bidder.
- System integrator/ successful bidder will be responsible for patching of OS and closing of any Vulnerabilities in the Servers (i.e Application, Data Base and all related servers) as reported by the



VAPT Audit of the Information Security as per of Bank of Baroda's policy. Furthermore, the up gradation of DBMS and any other software being utilized by the Vendor would be the responsibility of the Vendor.

- Vendor has to make necessary version upgrades in the recon system whenever any requirement arises either from vendor' side (based on other bank's best practice that suits Bank of Baroda's business & operational convenience) or due to any advisory of controlling agencies like DFS,RBI,IBA,NPCI etc. or any Payment service provider, without any additional cost to Bank during contract period.
- As per recent directives of RBI & NPCI on harmonization of TAT in redressal of customer complaints for various digital banking products, recon and dispute handling application vendor has to support even during holidays.
- All the complaints getting lodged in Bank's Customer Relationship Management (CRM) Module either by branch / call center/ or on Website should reflect in product wise recon and dispute handling module proposed by the vendor as a part of universal recon & dispute handling solution.
- There should be separate tracking of complaints issuer / acquirer wise and also for Banking Ombudsman complaints as well.
- Vendor has to provide, module wise detailed training & job card to Bank / BGSS operation staff, to make them carry out day to operations on independent basis.
- At the end of contract period and / or as and when desired by the Bank, Vendor has to arrange for data / process reverse migration to Bank or to new service provider, as & when finalized by the Bank at free of cost
- Detailed RCA of any technical / operational downtime / operational error needs to be submitted to Bank in timely manner.
- Fully functional Hardware and Software covering entire scope of the RFP should be installed at Company designated location within 30 days of issuance of work order
- The Service Provider's team will perform testing of the various functionalities for at least 15 days and fix bugs, anomalies, gaps with respect to processes being followed by the Company and its client Banks and RFP requirement. The full- fledged implementation set up with selected service provider deployed manpower and back up will be run for a period of at least 15 days
- The live data would be provided to the selected service provider for running the processes during testing period. The selected service provider will confirm that functionality provided is as per the RFP scope, data migration and processing speed is proper, the results produced by their application are

correct.

- The payment to the selected Service Provider shall commence from the date of live cut-over

#### 4. Technical and Functional Specifications

##### TECHNICAL SPECIFICATIONS

Vendor to provide the required solution architecture, for interfacing / connecting necessary hardware, servers and the Computer hardware, OS and database required for the solution being procured. It would be verified / vetted by Bank.

##### FUNCTIONAL SPECIFICATIONS

The system feature for each module is covered in the following table. The bidder needs to fill up the response column according to the criteria given below:

##### Criteria:

Description	Response
Required functionality is readily available	“FC”=5 Marks
Required functionality will be made available with customization	“PC”=3 Marks
Required functionality is not available/will not be available	“NC”=0 Marks
FC- Fully Complaint PC- Partially Complaint NC- Non Complaint	<p>Maximum possible marks for functionalities = 1000</p> <p>Vendor must secure a score 700 (70% of 1000) marks to become technically eligible.</p>

\*The word ATM should be read as ATM/Recycler in Functional Specifications.

\*\*Note: - All the transactions must be reconciled as far as possible on real time basis

Sr. No.	Module / Product	Features and Functional description	FC / PC / NC	Maximum Marks Allotted	Marks Scored
1	ATM & DEBIT CARD ON US/NFS / VISA / MASTERCARD / RUPAY	Follow standard accounting procedure and system to adapt new standards.		5	

CARD BASED  
TXNS Including but not limited to Cash on Mobile, Interoperable cash deposit, Bharat QR based Debit card PoS txn, Tokenisation/ Host-card emulation (HCE) txn, UPI/ QR based cash withdrawal, NCMC Based PoS txn/ Wallet based offline contactless txn etc.

3 Way Reconciliation on the basis of Switch, CBS and settlement files on T+1 basis and submission of Reports			
4 Way Reconciliation for ATM Reconciliation basis of Switch, CBS, Settlement files & E.J. Bank is current in process of migrating ATM wise GL for accounting purpose. So proposed solution should support ATM wise transaction & cash reconciliation basis 4 Way mentioned above.		5	
Submission of Exceptional Transactions (Online/Offline) on T+1 basis		5	
Capable to modify and incorporate changes in new procedure and accounting standards		5	
Capable to changes and modify the accounting procedure according to NFS, VISA, MasterCard, RuPay and all other Network and directives from statutory authorities, viz RBI/IBA/DFS/Govt. institutions etc.		5	
Reconciliation of all incoming and outgoing transaction (debit/credit/PPI cards etc.) with regards to NFS, VISA, MasterCard, RuPay and all other networks including POS- Ecommerce/ Standing instruction on Debit Cards transactions		5	
Automated Vouching system for NFS, VISA, MasterCard, RuPay and all the other network and products.		5	
Generation of TTUMS, digitally signed and pushed to CBS for automatic posting without any manual intervention, for customer disputes, settlement credits, Refunds, Incentives etc. Refund credit is to be verified based on, <ul style="list-style-type: none"> <li>• Txn Matching,</li> <li>• Per card/ txn limit Matching,</li> <li>• Domestic/ International classification as per rules set by card network.</li> </ul>		5	
Generation of Files to debit and credit customer account		5	
Generation of foreign exchange fluctuation for foreign transactions		5	
Cross tallying of Bank settlement account with forex branch advicement		5	
Tracking and report generation of Various fees and penalty levied by Regulators		5	
Preparation of QOC, QMR and monthly reports for VISA, Master card and RuPay respectively, including any other report required time to time for submission to regulatory authorities/ Bank's management.		5	
GST calculation and invoice		5	

		Handling customer dispute by raising credit adjustment/ Chargebacks & Representments through NPCI dispute management system (DMS)/ System should be capable to raise debit adjustments with other issuers for disputes related to acquiring transactions/ wrong reversals etc.		5	
2	IMPS (Immediate Payment Services)	IMPS transactions to be reconciled by following 3-way reconciliation based on CBS File, Switch file and NPCI file on T+0/1 basis/ Settlement Cycle wise. Settlement & Dispute Management of transactions to be handled as per NPCI prescribed procedure.		5	
		Generating output files for successful txn, failed txn, time lag txn, exceptional txn and preparing vouchers as necessary.		5	
		Generating TCC and Returns Bulk upload & TTUM required by NPCI for timeout and Inward/ outward fail txn within TAT.		5	
		Handling customer disputes by raising credit adjustment/Debit Adjustment, charge back & Representments through NPCI Dispute Management System (DMS) portal within TAT.		5	
		Voucher work of Daily settlement Reports of NPCI. Bank charges and Commission voucher preparation as per NPCI report.		5	
		Reconciliation RBI settlement account and internal GL accounts i.e. Payable & Receivables based on output files and daily vouchers.		5	
		GST Calculation and invoices.		5	
		MIS maintenance and Report Generation as per bank requirement.		5	
		Audit and statutory compliance report generation as per requirement.		5	
3	UPI (Unified Payments Interface)	UPI transactions to be reconciled by following 3-way reconciliation based on CBS File, Switch file and NPCI file on T+0/1 basis/ Settlement Cycle wise. Settlement & Dispute Management of transactions to be handled as per NPCI prescribed procedure. System should be capable of handling all new requirement of Bank/NPCI/RBI for this activity.		5	
		Generating output files for successful txn, failed txn, time lag txn, exceptional transactions and preparing vouchers as necessary.		5	
		Raising TCC (Transaction Credit Confirmation) DRC (Debit Reversal Confirmation) RRC (Return Reversal Confirmation) and REC (Returns) bulk upload as guided by NPCI for timeout and inward fail txn within TAT. Any other such requirement to be complied.		5	
		Handling customer disputes by raising credit adjustment/Debit Adjustment, charge back &		5	

		representation's through NPCI Dispute Management System portal within TAT.			
		Voucher work of Daily settlement Reports of NPCI. Reconciliation		5	
		Bank charges and Commission voucher preparation as per NPCI report.		5	
		Generation of Settlement Voucher with calculation as per NPCI NTSL		5	
		RBI settlement account & GL accounts i.e. Payable & Receivables based on output files and daily vouchers.		5	
		Generation of settlement voucher/TTUM with calculation in correspondence to NPCI NTSL		5	
		GST calculation and invoice.		5	
		MIS maintenance and Report Generation as per bank requirement.		5	
		Audit and statutory compliance report generation as per requirement		5	
4	BBPS (Bharat Bill payment Systems)	Input files from NPCI need to match with Bank's CBS file, and accordingly need to generate reports for successful and exceptional transactions. Generation of reversal vouchers for failed txn, and refund voucher received from aggregator and settlement voucher on T+1 basis. Bank GL (Pool account) tally on daily basis.		5	
		Preparation of daily settlement vouchers.		5	
		Bank charges and Commission voucher preparation as per NPCI report.		5	
		Customer Dispute Management Reconciliation of GL account (pool a/c) & RBI settlement account on daily basis.		5	
		GST related activities i.e calculation and preparing invoices etc.as per NPCI/ Aggregator requirement		5	
		MIS maintenance and Report Generation as per bank requirement.		5	
		Audit and statutory compliance report generation as per requirement		5	
5	AEPS (Aadhaar enabled payment system)/ BHIM Aadhaar	AEPS transactions including Micro ATM Txns to be reconciled by following 4 way method for Acquirer Transactions and 3 way method for Issuer transactions based on files received from the CBS, AEPS switch and NPCI on T+1 basis. Settlement & Dispute Management of transactions to be handled as per NPCI prescribed procedure. System should be capable of handling all new requirement of Bank/NPCI/RBI for this activity.		5	
		Generating output files for successful txn, failed txn, time lag txn, exceptional txn and preparing vouchers as necessary.		5	

		Handling customer disputes by raising credit adjustment/Debit Adjustment, charge back & Representments through NPCI Dispute Management System within TAT.		5	
		Voucher work of Daily settlement Reports of NPCI. Bank charges and Commission voucher preparation as per NPCI report.		5	
		Reconciliation RBI settlement account & GL accounts i.e Payable & Receivables based on output files and daily vouchers.		5	
		GST calculation and invoices		5	
		MIS maintenance and Report Generation as per bank requirement.		5	
		Audit and statutory compliance report generation as per requirement.		5	
6	Internet Banking (Baroda Connect) transaction settlement and Reconciliation and Dispute Management	Process: Checking of transaction from Bank CBS file and generating reports for exceptional transactions. Preparation of reversal vouchers for failed txn, and refund voucher received from aggregator and settlement voucher on T+1 basis. GL (Bank Pool account) tally on daily basis.		5	
		Reconciliation of Bank reports with Aggregator files.		5	
		Customer complaint and dispute Management.		5	
		Monthly invoice generation for commission amount.		5	
		Bank charges and Commission voucher preparation.		5	
		GST/TDS related activities.		5	
		MIS maintenance and Report Generation as per bank requirement.		5	
		Audit and statutory compliance report generation as per requirement		5	
		7	Fraud Monitoring and Management System	System should generate Fraud Monitoring reports bases on Daily transaction processing.	
System should be capable of Generating Chargeback report within TAT				5	
System should be able to Generate High value transaction				5	
System should be able to track transactions from same card from different location.				5	
System should be able to track transaction with different Pos Entry Mode.				5	
System should be able to generate alert for Issuer transaction if reported more than usual in numbers.				5	
Track details of customer performing more transaction at night specifically at switching time.				5	
Track more transactions from a single card number or Mobile number.				5	

		Track all the transaction which has routed through Different account.		5	
		Generate high number of transactions from same card on single ATM.		5	
		Track all the ATM who are generating a particular error in EJ.		5	
		System should have Capability to Filing necessary reports to Master Card and VISA.		5	
8	Reconciliation OF Entries IN NOSTRO AND MIRROR Account	Honoring the payment messages sent by the bank/Payment of draft issued by the bank		5	
		Payment on account of interbank deals		5	
		Inward remittance received on behalf of customer		5	
		Maintaining the Currency wise Nostro Balances daily		5	
		Case management with-in department and outside department		5	
9	Baroda FasTag (NETC)	Two way recon for Baroda FASTag transaction based on MPOS (FASTag Host) & NPCI settlement files		5	
		MPOS (FASTag Host) and Bank GL reconciliation		5	
		Chargeback Management & Dispute management as decided by NPCI		5	
		Dispute and Claim Management and reconciliation of chargeback. Coordinating with Agents & service providers for resolving customer claims and recon mismatches.		5	
10	Accounting and Third Party Reconciliation	Follow standard accounting procedure and system to adapt new standards.		5	
		Capable to modify and incorporate changes in new procedure and accounting standards		5	
		Capable to changes and modify the accounting procedure according to NFS, VISA,		5	
		MasterCard, RuPay and all other Network Reconciliation of all incoming and outgoing transaction with regards to NFS VISA, MasterCard, RuPay and all other network		5	
		Automated Vouching system for NFS, VISA, MasterCard, RuPay and all the other network and products.		5	
		Generation of report of transaction such as Petrol, Railways, Tip and surcharge		5	
		Generation of Files to debit and credit customer account		5	
		Generation of foreign exchange fluctuation for foreign transactions		5	
		Cross tallying of Bank settlement account with forex branch advicement		5	
		Tracking and report generation of Various fees and penalty levied by NFS, VISA, MasterCard, RuPay and all other Network and products of DBD.		5	

		Preparation of QOC,QMR and monthly reports for VISA, Master card and RuPay respectively		5	
11	MIS Reports and Decision Making system	ATM performance report		5	
		Daily, weekly, monthly and Quarterly reports for Bills payable, suspense and sundry account age wise		5	
		Card Base report as per card management system		5	
		Monthly card base report Region wise branch wise		5	
		Monthly RBI reports as required by Bank		5	
		Monthly ATM deploying reports Generate Periodical reports as per requirement		5	
		Age wise report for claim received, Claim settled and claim rejected.		5	
		Exception report for Cash loading, EOD and ATM balancing		5	
		Daily GL balancing reports for Issuer and acquirer, Issuer Chargeback and Acquirer		5	
		Chargeback Daily, monthly, quarterly reports for Chargeback, Presentment, Credit adjustment.		5	
		Age wise reports according to bank Requirement Age wise daily reports of branches and Vendors who are not submitting EJ,CBR		5	
		Monthly report of all the disputes received and resolved Network wise		5	
		Age wise of all the ATM where reconciliation has not been done.		5	
		Age wise pending Debit and Credit adjustment cases.		5	
		All other reports bases on requirement of RBI, VISA, RUPAY and other Apex bodies		5	
		Tip surcharge difference reports.		5	
12	Dispute Management	Management of complaints received through Bank's CRM within TAT. System / product's module should be capable to interface with Bank's CRM complaints.		5	
		Automatic updating of status of complaints in CRM		5	
		Status updation of complaints to customer		5	
		Generation of Chargeback file for all the networks.		5	
		Generation of Representment file for all the network		5	
		Generation for Pre-arbitration file for all the Network		5	
		Generation of Pre-arbitration Rejection file for all the network		5	
		Generation of compliance Reports for all the network		5	
		Compliance of Retrieval request and chargeback procedure		5	
		File for 2ndpresentment		5	



		Details and register for cardholder documents received in 2 <sup>nd</sup> Presentment		5	
		Multiple dispute chargeback letters.		5	
		Generation of credit adjustment and Debit adjustment reports		5	
		Management of all the other Kind of disputes and Requirement received from Network providers and card schemes.		5	
		Reports for duplicate entry for single claim		5	
		Validation of transaction from database		5	
		Tracking of Dispensed amount and claimed amount, customer wise and ATM wise &/branch wise		5	
		Dispute management of Tie up and Third Party		5	
		Unique reference number to all the transaction and dispute.		5	
		Handling of All the Banking Ombudsman cases, Consumer forum cases and RTI queries		5	
		MIS for all the disputes weekly, monthly ,Quarterly and yearly		5	
		Collection of charge slip from Merchants for chargeback Retrieval request and other Dispute Received		5	
		Age wise break up for all pending payments for merchant		5	
		Transaction credit confirmation for IMPS and UPI transaction.		5	
		System should have capability to store and Retrieve all the documents received from different network and branches		5	
		System should have capability to store and retrieve all the dispute as and when required by Bank. System should have capability to flag all the entries which were earlier unreconciled and now reconciled.		5	
		System should have capability to handle all type of Disputes of NFS, VISA, MasterCard, RuPay and all the other network for which Bidder is performing settlement and Reconciliation for Bank.		5	
		Bidder should have different Dispute Management system to keep History of all the disputes and Management of Dispute. Also capable to match Bank's / RBI/ Card network policy defined TAT monitoring. Alert report should be generated for complaints falling beyond various internal/ external TAT configured.		5	
		Bidder should have capability to manage all the Dispute arise for Payment gateway, Ecommerce transaction and ATM transaction.		5	
13	Payables/ GL wise reconciliation	Reconciliation of all the Payables account for all the network i.e. NFS, VISA, RuPay, MasterCard etc.		5	

		Age wise breakup with amount of entries pending in payables		5	
		Alert reports for entries pending More than 2 days.		5	
		Accounting for all type of disputes in CBS		5	
		Generation of Summary sheet of payables account		5	
		Reconciliation of all the chargeback GL		5	
		Age wise breakup of entries pending in Chargeback GL		5	
		Age wise breakup entries to be debited in All the bills payable.		5	
		Settlement entries pending in Bills payable account.		5	
		Generate daily tally sheet.		5	
		Excess settlement posted in payable account		5	
		All the issuer transactions should be reconciled three way and action should be taken for all the unreconciled transactions.		5	
		Generation of Visa Money Transfer files.		5	
		Handling of card to card transaction reconciliation and Dispute Management.		5	
		Generation of Exchange fluctuation file and their settlement and reconciliation		5	
		Shadow Balance maintenance in Data base which should always tally with Bank CBS balance.		5	
14	Receivables GL wise Reconciliation	Reconciliation of all the Receivable account for all the network i.e NFS, VISA, RuPay, Master card etc Age wise breakup of entries pending in Receivable		5	
		Alert reports for entry pending More than 2 days.		5	
		Accounting for all type of disputes in CBS		5	
		Generation of Summary sheet of Receivable account		5	
		Reconciliation of all the Receivable chargeback GL Age wise breakup of entries pending in Chargeback GL		5	
		Age wise breakup entries to be debited in All the Receivable.		5	
		Settlement entries pending in Receivable account.		5	
		Excess settlement posted in Receivable account		5	
		Shadow Balance maintenance in Data base which should always tally with Bank CBS balance.		5	
		Generate daily tally sheet.		5	
15	Suspense reconciliation	Generation of tallied report and difference statement for Zeroing entry in CBS		5	
		Accounting of suspense debtors, —Cash in ATM and Network		5	
		Checking of ATM withdrawal, reversal, Bank advices posted in CBS		5	

		Generation of files to upload in CBS for debiting and crediting the customer account as well as Vendor account and ATM account		5	
		Generation of Switch outstanding, Branch outstanding, Network outstanding		5	
		Force reconciliation by relaxing some parameters		5	
		Inbuilt reconciliation rule table to reconcile all the transaction.		5	
		Update and reconcile third party i.e NFS,VISA, MasterCard, RuPay and all the Network entries		5	
		Generation of Vendor wise sheet to recover the amount from vendor Age-wise break up of all Suspense entries		5	
		Shadow balance maintenance in system which should always match with CBS Balance.		5	
16	Cash In ATM” Reconciliation	Interface for uploading Cash Balance Report (CBR) received from the branches/outsourced vendors.		5	
		Software should be able to store/retrieve Cash Balance Report along with Switch,		5	
		CBS and EJ data and reconcile the same with the Bank records.		5	
		The system should be capable to decrypt the error codes of the EJ of various ATM providers.		5	
		System based computation of ATM cash dispense and CASH RECYCLER cash deposit/dispense between ATM EODs		5	
		Automated Cash forecasting for ATM and cash Recyclers		5	
		Maintain ATM wise account in the system		5	
		Record all the transaction taken place in ATM		5	
		Record all the Manual debit and credit taken place in ATM		5	
		Verification of Overage and shortage at the time of Load unload		5	
		ATM wise and age wise segregation of load and unload for Nodal branches		5	
		Maintenance and Generation for Cash Balance Report, C3R		5	
		Cross verification of actual cash loaded and Logical cash loaded		5	
		Reconciliation of cash management services and agencies Exception report generation for differences		5	
		Interface to upload file to branches		5	
		Record for excess and shortage and TTUM generation for the same.		5	
		Generation and maintenance of Shadow balance in system which should always match with CBS		5	
Breakup of sundry account who is maintaining excess cash balance		5			
Breakup of suspense account maintain shortage		5			

	The system should be capable to generate all the unreconciled entries of ATM and to reconcile the same.		5	
	System should generate report like CBS outstanding, Switch outstanding, Tie up outstanding		5	
	System should have capability to generate ATM reconciliation report automatically.		5	
	System should have capability to recognize all the transaction posted in GL and take it to GL reconciliation automatically.		5	
	System to upload CBS and C3R report in system to perform GL reconciliation		5	
	System should have intelligence to compute EOD balance on the basis of EJ, CBS and Switch.		5	
	System should have capability to handle Acquirer and Onus claim lodge for particular ATM		5	
	Verification of Billing & Income sharing of GST, Partners Billing & Business Correspondent (BC)		5	

**Note: Reconciliation should be on the basis of ATM GL EOD balances and other GL EOD balances in CBS for each day.**

**The list of functional specifications given above is not exhaustive and vendors must support all regulatory, network, govt., IBA change requests at no extra cost, all the reconciliation needs of the Bank that arise during tenure of the contract.**

## 5. Evaluation process

A two stage process is adopted for selection of the vendor:

Stage 1 –Eligibility Cum Technical Bid

Stage 2 – Commercial Bid

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

The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.

The Bank may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation.

Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, Applicable Law, Performance Security, Qualification Criteria, Insurance, Warranty, AMC and Force Majeure will be deemed

to be a material deviation. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence. The Bank reserves the right to evaluate the bids on technical & functional parameters including possible visit to inspect live site/s of the system integrator or bidder and witness demos of the system and verify functionalities, response times, etc.

If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the system integrator or Bidder by correction of the non-conformity. The technical evaluation will take into account the capability of the bidder to implement the proposed solution.

Only those system integrators or bidders whose Technical bids have been found substantially responsive would be intimated by the Bank about their responsiveness and about the revised / updated Technical & Functional Specification (if any) arising out of normalization (if any). In case of normalization and/or revision, they would also be advised to submit fresh "Price Bid" which should either be equal to or less than the Prices quoted in the Original Price Bid.

## 6. Stage 1 – Eligibility cum Technical Bid

The vendor would need to provide supporting documents as part of the eligibility proof. The technical bids of only those vendors who qualify in the eligibility criteria will be evaluated. Vendor needs to provide compliance on the technical specification as a part of suitability proof.

### Eligibility Criteria:

S. No.	Eligibility Criteria	Documents Required
1	The bidder should be registered as a company in India as per Company Act 1956 & 2013 & operating for 3 years as on the date of RFP. The Memorandum of Association (MOA) / Article of Association (AOA) should contain about the line of business sought in RFP.	Certificate of Incorporation & Commencement of Business (whichever applicable) along with MOA / AOA highlighting the line of business should be submitted.
2	The Bidder should have a minimum annual turnover of ₹. 100 crore per year during last three financial years i.e., 2016-17, 2017-18, 2018-19.	Copy of the audited balance sheets of the company showing turnover of the company should be submitted.
3	The bidder must be having positive net worth in at least two of the last three years i.e., 2016-17, 2017-18, 2018-19.	Audited Financial statements for the relevant years to be submitted. Separate certificate from a Chartered accountant to that effect be submitted.
4	Bidder or OEM should have experience of 3 years of deployment, monitoring and management of reconciliation solution with a large public/ private sector Bank, having experience in India/abroad.  The solution offered must be already be implemented in Private/Public Sector Undertaking Bank in India or abroad having minimum business mix of 4 lac crore as on 31 <sup>st</sup> March, 2020.	Copy of the purchase / work order and Certificate of satisfactory completion and management of the work including integration & running successfully, by the authorized official of the Bank served.

5	Bidder should not have been blacklisted by any PSU bank in India / IBA / RBI in the last 3 years.	An undertaking to this effect must be Submitted on company letter head duly signed & stamp.
6	The application software offered should have adequate redundancy, fault tolerance and Disaster recovery arrangement,	Self-Declaration from the Bidder to this effect should be furnished giving mandate to participate in this RFP. Self- declaration should also specify that the bidder would be solely responsible for designing, procuring and delivering the entire solution.
7	Certification Requirements ( as per scope of the project )	The bidder should submit self-certified compliance Certificate(s) specifying that the technical solution provided by the bidder for module wise reconciliation system, meets the technical specifications prescribed.
8	Integrity pact	Vendor should submit Integrity pact as per Annexure – 7, signed by their authorized signatory
9	There are no pending cases against the bidder / OEM involving cheating /fraudulent activities. Details of such activities, if any, must be furnished to the Bank.	Certificate from company secretary or external auditor to be submitted
10	The Bidder / OEM should not be classified as a loan defaulter / insolvent / bankrupt by any Bank. The bidder should not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.	Certificate from existing Bankers to be submitted.
11	Bidder should not be partially or fully owned /controlled/part of any financial institution or any payment platform. The bidder must be a non-Bank promoted entity”.	Declaration to this effect has to be submitted by the Bidder.
12	The solution/product offered should be compatible with all the guidelines issued by regulatory/ government bodies from time to time.	Declaration to this effect has to be submitted by the Bidder.
13	All hardware and software infrastructure for module wise reconciliation system, must be deployed in India with servers / portal/ applications uptime > 99% of servers / portal/ applications. Bidder to confirm that no data of the Bank is going out of India through any medium.	Copy of documentary proof to be submitted.
14	The Bidder should be an ISO 9001: ISMS 27001 certified for the service and data security should be ISO 27001 certified and recently audited.	Copy of certificates to the effect should be submitted.
15	Bidder should have a stable and scalable reconciliation system (module wise) with access to source code, so that any changes required by the Bank can be carried out expressly.	Declaration to this effect has to be submitted by the Bidder.
16	Solution offered must be owned by the Bidder and must have its IP rights.	Undertaking of IP Rights to be submitted.
17	The bidder shouldn't have any security incident or information security incident assigned to	A declaration to this effect has to be submitted by the Bidder on its letter head.

	their hosted or deployed system in last 3 years of operation. PCI-PA DSS complaint.	Bank may at its discretion require specific certificate at a later date.
18	Bidder to certify and agree that all data generated as part of this program belongs to Bank of Baroda and is our first party asset. The bidder cannot stake claim or monetize this consumer data along with the transaction behavior from third parties, without the explicit written approval from Bank of Baroda.	Declaration to this effect has to be submitted by the Bidder.
19	Bidder should also have internal control and audit measures in place. The Bidder should have necessary data security protocols in place to protect banks confidential data.	Copy of latest Audit report from external auditor to be submitted in this regard.
20	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 should not participate in the bid process.	Declaration to this effect has to be submitted by the Bidder.

**Note:**

- The Bank also reserves the right to inspect such installation/s while evaluating the Technical Bid. The vendor should bear all the expenses in this regard. Site visits by Bank's Evaluation Team are mandatory and all the expenses incidental to same are to be borne by vendor.
- Vendor must secure a minimum score of 70% marks in functionality sheet (Technical & Functional Specification-TFS) to become technically eligible.
- The solution provided should be PCI-DSS or PA-DSS Compliant.
- At the end of contract period of 3/5 year, the bidder must offer the solution to Bank, for internal use for unlimited period at special cost of INR 1.00/-

**Technical Criteria Evaluation**

This evaluation will be carried out on a total score of 100 on the basis,

- 80% based on Technical & Functional Specifications (as mentioned above)
- Remaining 20 % based on of the following broad evaluation parameters defined in this section:

No	Proposal Bid Evaluation for remaining 20%	Percentage
1	Credential strengths, financials, statutory compliances etc.	5%
2	Experience in providing similar services, volumes handled and period	5%
3	Additional functionality (other than covered in TFS) offering capability e.g. Robotics/ Automation/ AI-ML etc.	5%
3	Fallback arrangements available, technical manpower, data security measures etc.	5%
<b>Maximum Technical Proposal Bid Evaluation Score</b>		<b>100%</b>

**7. Stage 2 – Commercial Bid:**

**Techno-Commercial Evaluation**

The total weight-age for technical evaluation will be 80% and that for commercial evaluation (i.e. commercial bid) will be 20%. These weightage shall be taken into consideration for arriving at the Successful bidder. The “**Total Cost**” shall be reckoned as the rate per letter quoted by the agency for determining the score on commercial bid. Agencies will be given ranking on the basis of scores arrived at by using the following formula:

- a) Under techno-commercial evaluation, the technical and financial proposals will be allotted weightage based on the requirement of the work/procurement.
- b) Technical proposal shall be evaluated taking into account criteria as prescribed in the RFP by awarding marks so as to make total maximum technical score as 100. The criteria and weightage to each criteria or sub-criteria would depend on the requirements of each case and may be fixed objectively.
- c) Minimum qualifying marks or relative qualifying method for quality of the technical proposal will be prescribed and indicated in the RFP. The bidders who are qualifying as per the technical evaluation criteria will only be considered as eligible for commercial evaluation.
- d) Proposal with the lowest cost may be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices.
- e) The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. The proposed weightages for quality and cost shall be specified in the RFP.
- f) Highest points basis: On the basis of the combined weighted score for quality and cost, the bidders shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 shall be recommended for award of contract.

As an example, the following procedure can be followed. In a particular case of selection of bidder, It was decided to have minimum qualifying marks for technical qualifications as 80 and the weightage of the technical bids and financial bids was kept as 80 : 20. In response to the RFP, 3 proposals, A, B & C were received.

The tender committee awarded them 85, 80 and 90 marks respectively. The minimum qualifying marks were 70. All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the successful participants. The tender committee examined the financial proposals and evaluated the quoted prices as under:

Proposal	Evaluated cost
A	120
B	100
C	110

Using the formula  $LEC / EC$ , where LEC stands for lowest evaluated cost and EC stands for evaluated cost, the Committee gave them the following points for financial proposals:

Proposal	LEC / EC	Points
A	100/120	83
B	100/100	100
C	100/110	91



In the combined evaluation, thereafter, the tender committee calculated the combined technical and financial score as under:

Proposal A:	$85 \times 0.80 + 83 \times 0.20$	84.6
Proposal B:	$80 \times 0.80 + 100 \times 0.20$	84
Proposal C :	$90 \times 0.80 + 91 \times 0.20$	90.2

The three proposals in the combined technical and financial evaluation were ranked as under:

Proposal A:	84.6	H2
Proposal B:	84	H3
Proposal C :	90.2	H1

Proposal C at the evaluated cost of ₹.110 was, therefore, declared as winner and recommended for negotiations/approval, to the competent authority.

The bidder may quote the best competitive price in the commercial bid as Bank may or may not opt for Reverse Auction and in case Bank does not opt for Reverse Auction, the commercial bid submitted by you will be opened to decide the L1 price. Our Bank's Business Rules and Terms & Conditions of Reverse Auction will be applicable. Please note the contents and comply with the requirements of the same. Bidders are requested to ensure that they have a valid digital certificate well in advance to participate in Reverse Auction event.

Only those bids which are found to be technically responsive will be informed of the date / time / Venue of opening of price bids. The Technical Bids will be evaluated as per eligibility criteria. Thereafter the Bank reserves the right of selection of Vendor by Opening of Commercial Bids of vendors, who are found eligible after evaluation of Technical Bids.

After opening of price bids and declaring the prices, the Bank will evaluate and compare the Price bids.

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Successful Bidder does not accept the correction of the errors, its Bid will be rejected, and its Bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

### **Delivery Schedule**

The products and/or Systems and/or Services covered under this invitation are to be supplied, installed and commissioned within the mentioned in RFP- 90 days. No credit will be given to early deliveries. An adjustment of 0.5% of the Bid price (estimated TCO- Total Cost of Operations) per week or part of week will be added for evaluation of Bids offering delayed deliveries. Handholding for 3 month and data and training

### **Deviation in payment schedule**

If a Bid deviates from the schedule and if such deviation is considered acceptable to the Bank, the Bid will be evaluated by calculating interest earned for any early payment involved in the terms outlined in the Bid as compared with those stipulated in this invitation, at the rate of 18% per annum.

### **Quotation of Prices for all Items**

The system integrator or Bidder should quote for complete consignment of items proposed / listed in this Bid. In case, prices are not quoted by any system integrator or Bidder for any specific item / Product / service, for the purpose of evaluation, the highest of the prices quoted by other system integrators or Bidders participating in the bidding process will be reckoned as the notional price for that product /service, for that system integrator or Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other system integrators or Bidders (whose Price Bids are also opened) for that product /service will be reckoned. This shall be binding on all the system integrators or Bidders.

However, the bank reserves the right to reject all such incomplete bids.

### **Contacting the Bank**

No system integrator or Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Bid to the time the Contract is awarded.

Any effort by a system integrator or Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the system integrator's or Bidder's Bid.

### **Right to Selection and Rejection**

The Bank reserves the right to at any point:

- Reject any and all proposal received in response to the Terms of Reference.
- Waive or Change any formalities in the proposal.
- Negotiate any aspect of proposal with any proposer and negotiate with more than one proposer at a time.
- Bank has the right to award the work to one agency or to more than one agency. Keeping in view of the quantum of sample, sample may be divided among the highest scorer (H1) and the second highest scorer (H2) segment wise. Work should be carried out at L1 rate.
- If H1 or H2 is not agreeable, the bank may decide to give 100% or split the work / activity between the qualified agencies.

### **8. Invoicing and Payments:**

System integrator has to provide product module wise and consolidated monthly Invoices for processing reconciliation of transactions on monthly basis. Under any circumstances, part-payment of any nature pertaining to any Invoice raised will not be made.

Submission of bills should be accompanied along with the proof of bank acceptance on calculation made. The Bank shall pay each undisputed invoice within 30 days of the invoice received by the bank. And in case of any query on the invoice raised, payment of such invoices would be done within 30 days from the time clarification provided by the vendor.

Payment will be released through E-Banking (i.e. RTGS / NEFT). The requisite bank details to release payment through E-Banking will be asked from the successful Bidder at the time of award of contract and the same has to be quoted by the selected agency on the invoice raised to the bank.

### **9. Contract period**

The Contract with the selected vendor will be valid for a period of 3 years (additional 2 years extendable, on same term & conditions, as per Bank's discretion) from the contract date. The contract will be deemed completed only when all the items delivered by the Bank is dispatched in good condition as per the requirements of the contract executed between the Bank and the Vendor.

### **10. TERM AND RENEWAL**

Without prejudice to the right of termination, BOB may renew or extend the term of this Agreement, for a period of 2 Years after the initial Term of 3 years, on the same terms and conditions of this Agreement, as per its sole discretion.

### **11. General Terms**

- **Information Provided:** The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or

not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

- **For Respondent Only:** The RFP document is intended solely for the information of the party to whom it is issued (“the Recipient” or “the Respondent”) and no other person or organization.
- **Costs Borne by Respondents:** All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.
- **No Legal Relationship:** No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.
- **Recipient Obligation to Inform Itself:** The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
- **Evaluation of Offers:** Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems Appropriate in the selection of bidder, not limited to those selection criteria set out in this RFP document.

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

- **Standards:** All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards.
- **Acceptance of Terms:** A Recipient will, by responding to the Bank’s RFP document, be deemed to have accepted the terms as stated in this RFP document.
- Only one submission of response to RFP by each Respondent will be permitted.
- The Bank expects the bidder to adhere to the terms of this tender document and would not accept any deviations to the same.
- The Bank expects that the bidder appointed under the tender document shall have the single point

responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.

- Unless agreed to specifically by the Bank in writing for any changes to the issued tender document, the bidder responses would not be incorporated automatically in the tender document.
- Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the tender document shall be the governing document for arrangement between the Bank and the bidder.
- The Bank will notify the Respondents in writing as soon as practicable after the RFP Evaluation Complete date, about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.

## **12. Rules for Responding to this RFP**

- The timeframe provided in point “[A] RFP information and Important Dates” above is for the overall selection process. The Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice / intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process. The time schedule will be strictly followed. Interested parties are expected to adhere to these timelines. However, the Bank reserves the right to change the aforementioned timelines.
- All responses received after the due date/time as mentioned in “[A] RFP information and Important Dates – 5. Last Date of Submission of RFP Response (Closing Date)” would be considered late and would be liable to be rejected. E procurement portal will not allow to lodgment of RFP response after the deadline. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.
- The Bank has established RFP coordinators to provide a venue for managing bidder relationship and other requirements through the Bank's decision making body for contract clarification. All the queries and communication must be addressed to the RFP coordinators / contact persons from the Bank mentioned in “[A] RFP information and Important Dates – RFP Coordinator”
- Recipients are required to direct all communications for any clarification related to this RFP to RFP Coordinator.
- All questions relating to the RFP, technical or otherwise, must be in writing and addressed to the addresses given in point “[A] RFP information and Important Dates above. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications. The Bank will try to reply, without any obligation in respect thereof, every reasonable question raised by the Respondents in the manner specified.
- However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and

material provided must be taken to form part of that Respondent's response.

- Respondents should invariably provide details of their email address (es) as responses to queries will only be provided to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.
- The Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.
- Bidder should submit physical copy of their Eligibility Cum Technical and Commercial bids in a sealed envelope at "Chief Manager, Debit Card Reconciliation, Bank of Baroda, Baroda House, 5<sup>th</sup> Floor, Behind Dewan Shopping Center, S V Road, Jogeshwari – 400051".
- Application Money as mentioned in "[A] Important Dates – Application Money" must be deposited through RTGS (Real Time Gross Settlement) / NEFT Vendor should submit the bid security along with the bid response. The details of the transaction viz. scanned copy of the receipt of making transaction is required.
- The RFP response without the accompanying amount towards Application Money / Bid Security are liable to be rejected.
- **Commercial Bid** –Annexure 05 Commercial bid must be sealed and signed by authorized signatory by the bidder).
- If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through Fax mode, the RFP is liable to be summarily rejected.
- All submissions, including any accompanying documents, will become the property of the Bank. The Recipient shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents.
- All responses should be in English language. All responses by the bidder to this tender document shall be binding on such bidder for a period of 180 days after opening of the bids. The Bank shall have the right at its sole and absolute discretion to continue the assignment / contract on the selected bidder for future requirement for various items/activities as described in the RFP after expiry of current assignment period.
- All responses including commercial and technical bids would be deemed to be irrevocable offers / proposals from the vendors and may be accepted by the Bank to form part of final contract between

the Bank and the selected vendor. Vendors are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.

- The bids once submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted by the Bank. In case, due to unavoidable circumstances, the Bank does not award the contract within six months from the last date of the submission of the bids, and there is a possibility to award the same within a short duration, the bidder would have the choice to maintain the EMD or bank guarantee in lieu of EMD with the Bank or to withdraw the bid and obtain the security provided.
- The bidder may modify or withdraw its offer after submission but prior to the closing date and time as prescribed by Bank. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.
- The bidders required to quote for all the components / services mentioned in the “Project scope” and all other requirements of this RFP. In case the bidder does not quote for any of the services, the response would be deemed to include the quote for such unquoted service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- Based on the Bank’s requirements as listed in this document, the bidder should identify the best-suited product / solution that would meet the Bank’s requirements and quote for the same. In case the bidder quotes more than one model and they have not specified which particular model quoted by them needs to be considered, then the response would be considered as improper and the whole tender submitted by the vendor is liable to be rejected. The vendor is expected to provide the best option and quote for the same.
- Bidder must furnish requirements as per the formats provided in the RFP document.
- In the event the bidder has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Bidder’s and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to the Bank.
- In the event the Bank has not asked for any quotes for alternative prices, and the bidder furnishes the alternative price in the vendor’s financial bid, the higher of the prices will be taken for calculating and arriving at the Total Cost of Ownership. However, payment by the Bank will be made at the lower price. The Bank in this case may also reject the offer outright.
- The Bank is not responsible for any assumptions or judgments made by the bidder for proposing and implementing the solution. The Bank’s interpretation will be final.
- The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Vendor and responded by the vendors have been quoted for by the vendor, and there will be no

extra cost associated with the same in case the vendor has not quoted for the same.

- All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the vendor to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The vendor cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
- The bidder at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, time frame for solution etc. as mentioned in the tender document circulated by the Bank. Bidder shall be fully responsible for deviations to the terms & conditioned as proposed in the tender document.
- **Grievance Redressal:** Any bidder who claims to have a grievance against a decision or action with regards to the provisions of this RFP may file a request to the Head Digital Banking at gm.digitalbanking@bankofbaroda.com. It may please be noted that the grievance can be filed by only that bidder who has participated in Procurement proceedings in accordance with the provisions of this RFP. All letters must be addressed to the following:

Head- Digital Banking & Payment Business,  
Digital Banking & Payment Business Department,  
Bank of Baroda, (Head Office), 1<sup>st</sup> Floor,  
R.C. Dutt Marg, Alkapuri, Baroda- 390007

### 13. Price Bids

- The bidder is requested to quote in Indian Rupee (INR). Bids in currencies other than INR would not be considered. The date for opening of price bids would be communicated separately to the successful bidders post the completion of the technical evaluation.
- The prices and other terms offered by bidders must be firm for an acceptance period of 180 days from the opening of the commercial bid.
- In case of any variation (upward or down ward) in Government levies / taxes / cess / duties etc. which has been included as part of the price will be borne by the bidder. Variation would also include the introduction of any new tax / cess/ duty, etc. provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like GST and any taxes introduced instead of GST and levies associated to GST or any new taxes introduced after the submission of bidder's proposal shall be passed on or adjusted to the Bank. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Necessary documentary evidence should be produced for having paid any tax / cess / duty, if applicable, and or other applicable levies.
- If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than GST and if the Bank has to pay the same for any of the items or supplies made here under by the bidder, for any reason including the delay or failure or inability of the bidder to make payment for the same, the Bank has to be reimbursed such amounts paid, on being

intimated to the Bidder along with the documentary evidence. If the Bidder does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Bidder from the Bank along with the interest calculated at commercial rate.

- Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected Bidder will be final and binding on the bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows “Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the bidder”.
- The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the bidder and responded by the bidders have been quoted for by the bidder, and there will be no extra cost associated with the same in case the bidder has not quoted for the same.
- The Bank is not responsible for any assumptions or judgments made by the bidder for arriving at any type of costing. The Bank at all times will benchmark the performance of the bidder to the RFP and other documents circulated to the bidder and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the bidder must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents. The Bank shall not be responsible for any assumptions made by the bidder and the Bank’s interpretation will be final.
- The Commercial Offer should give all relevant price information and should not contradict the Technical Offer in any manner. There should be no hidden costs for items quoted.
- The Bank is not responsible for the arithmetical accuracy of the bid. The bidders will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Bidder. The Bank at a later date will not accept any plea of the bidder or changes in the commercial offer for any such assumptions.
- Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP.

## **14. Application Money, Bid Security and Performance Guarantee**

### **14.1 Application Money**

Application Money as mentioned in “[A] RFP information and Important Dates – Application Money” shall be denominated in the Indian Rupees only and shall be paid through RTGS (Real Time Gross Settlement) / NEFT (National Electronic Fund Transfer) favoring BANK OF BARODA, BANK ACCOUNT NO. 29040400000418, BANK IFSC CODE – BARB0BANEAS or by way of Bankers Cheque/Demand Draft/Pay Order favoring Bank of Baroda, payable at Mumbai, which is non-refundable, must be submitted separately



along with RFP response. The Bank may, at its discretion, reject any vendor where application money has not been furnished with RFP response.

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

Vendors are required to give an earnest money deposit of an amount as mentioned in “[A] RFP information and Important Dates .Bid Security (Earnest Money Deposit)” by way of Demand Draft/Pay Order drawn on Mumbai to “Bank of Baroda” or a Bank Guarantee of an equal amount issued by a Commercial Bank (other than Bank of Baroda) located in India, valid for 6 months in the form provided in the RFP (Annexure 03 – Bid Security Form). The Demand Draft should be of a Commercial Bank only (other than Bank of Baroda) and will be accepted subject to the discretion of the Bank.

- Offers made without the Earnest money deposit will be rejected.
- The amount of Earnest money deposit would be forfeited in the following scenarios:
  - In case the vendor withdraws the bid prior to validity period of the bid for any reason whatsoever;
  - In case the vendor 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
  - In case the successful Vendor fails to provide the performance guarantee within 30 days from the purchase order date, for any reason whatsoever.
- Unsuccessful Vendor’s Bid security money deposit or bank guarantee will be returned by the Bank within two weeks from the date of declaration of successful bidder/s. No interest shall be paid on Bid security money deposit to unsuccessful Vendors.
- Successful Vendor Bid security money deposit or bank guarantee will be discharged upon the vendor furnishing the performance guarantee. The Bid security Money of the successful vendor may be forfeited or the bank guarantee in lieu of Bid security money may be invoked by the Bank if the vendor fails to furnish performance guarantee within 30 days from the date of Bank placing the order for any reason whatsoever and / or the vendor refuses to accept and sign the contract within 1 month of issue of contract order / letter of intent for any reason whatsoever.
- MSMEs (Micro, Small and Medium Enterprises) are exempted from paying the application money and Bid security amount for which the concerned enterprise needs to provide necessary documentary evidence. For MSMEs Government of India provisions shall be considered while evaluating the tender

#### **14.3 Performance Guarantee**

- The successful vendor shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Annexure 06 to the extent of 10% of the total contract value (excluding Postal franking value) for the contract period plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a scheduled commercial Bank or any nationalized bank, other than Bank of Baroda.
- In the event of non-performance of obligation or failure to meet terms of this Tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the vendor. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the vendor should be included in the remaining amount of the contract value.
- The Bank reserves the right to recover any dues payable by the selected vendor from any amount outstanding to the credit of the selected vendor, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.
- If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the earnest money deposit taken from the vendor, will be forfeited.

#### 14.4 Others

- Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- By submitting a proposal, the bidder agrees to promptly contract with the Bank for any work awarded to the bidder. Failure on the part of the awarded bidder to execute a valid contract with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.
- The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the bidders. In the event the bidders not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing.
- The bidder must strictly adhere to the delivery dates or lead times identified in their proposal and as agreed by the Bank. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the Bidder's inability to meet the established delivery dates or any other reasons attributing to the bidder then that bidder will be responsible for any re- procurement costs suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank for procuring similar deliverables and services.
- The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.
- The Bidder shall represent that the services provided and / or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The Bidder further represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the deliverables and services (as applicable), and shall be prepared and maintained in accordance with the highest industry standards. The Bidder represents and agrees to obtain and maintain validity throughout the specified term, of all appropriate registrations, permissions and approvals, which are statutorily required to be obtained by the bidder for performance of the obligations of the bidder. The bidder further agrees to inform and assist the Bank for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Bank for availing services from the bidder
- All terms and conditions, payments schedules, time frame for expected service levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the bidder. The Bank shall not be responsible for any judgments made by the bidder with respect to any aspect of the Service. The bidder shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their

deviations in confirming to the terms and conditions, payments schedules, expected service levels etc. as mentioned in this tender document.

- The Bank and the bidder covenants and represents to the other Party the following:
  - It is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.
  - It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.
  
- The execution, delivery and performance under an Agreement by such Party:
  - Will not violate or contravene any provision of its documents of incorporation;
  - Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
  - Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;
  - To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.
  - The bidder shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.
  - It would be the responsibility of the bidder to arrange / obtain necessary road permits or any other document for delivery of the material till Bank's premises. The bidder shall arrange road permit for locations applicable at no extra cost to the Bank.
  - The Bank would not assume any expenses incurred by the bidder in preparation of the response to this RFP and also would not return the bid documents to the Bidders
  - The Bank will not bear any costs incurred by the bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.

#### **14.5 Other RFP Requirements**

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

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

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

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

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

**No Commitment to Accept Lowest bid or Any Tender** – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase

**Erasures or Alterations** – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct information of the services being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.

**Price Discussion** – It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted.

**Right to Alter Quantities** – The Bank reserves the right to alter the requirements specified in the Tender. The Bank also reserves the right to delete one or more items from the list of items specified in the Tender. The Bank will inform all Bidders about changes, if any. The Bidder agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities

**Incidental Services** – The Bidder shall provide all the services as specified in the tender document, particularly the Project Overview and Technical Summary. The price for performing the required incidental services shall be deemed to be included in the Contract Price.

If the Bank is not satisfied with the specifications as specified in the tender document and observes major deviations, the bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject bid.

The Bidder shall perform its obligations under this Tender as an independent contractor, and may engage subcontractors to perform any of the Deliverables or Services with prior permission from Bank. Neither this Tender nor the Bidder's performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Bidder or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.

The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub-contractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of

income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.

#### **14.6 Corrupt and Fraudulent Practices**

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

- “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 bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

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

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

Bidders responding to this RFP need to sign the Integrity Pact (IP) which will be also signed by Banks representative.

#### **14.7 Authorized Signatory**

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

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

The successful bidder shall execute a) Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Bank and b) Non- Disclosure Agreement (NDA). The successful bidder shall execute the SLA and NDA within 30 days from the date of acceptance of Purchase Order.

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 vendor.

#### **14.9 Right to Reject Bids**

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

- It is not in conformity with the instructions mentioned in the RFP document.
- It is not accompanied by the requisite Application Money and Earnest Money Deposit (EMD).
- It is not properly or duly signed. It is received through email.
- It is received after expiry of the due date and time.
- It is incomplete including non- furnishing the required documents. It is evasive or contains incorrect information.
- There is canvassing of any kind.

- It is submitted anywhere other than the place mentioned in the RFP

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

## **15. TERMS AND CONDITIONS**

### **15.1 Confidentiality**

All BOB's product and process details, documents, data, applications, software, systems, papers, statements and business/customer information which may be communicated to or come to the knowledge of the Vendor or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the vendor irrevocably agrees and undertakes and ensures that the Vendor and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of BOB nor shall use or allow to be used any information other than as may be necessary for the due performance by the Vendor of its obligations hereunder. The Vendor hereby specifically agrees to indemnify and keep BOB indemnified safe and harmless at all times against all or any consequences arising out of any breach of this confidentiality undertaking by the Vendor and/or its employees and shall immediately reimburse and pay to BOB on demand all damages, loss, cost, expenses or any charges that BOB may sustain suffer, incur or pay in connection therewith.

The Vendor shall not make or retain any copies or record of any Confidential Information submitted by BOB other than as may be required for the performance of the vendor obligation under this Agreement. The Vendor shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information. Also so far as it is practicable the vendor shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by vendor or its affiliates.

The Vendor shall extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.

The Vendor shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement.

The Vendor hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of this Agreement or disclose the information submitted by BOB under this Agreement to any third party unless such disclosure is required by law or for the purpose of performing its any obligations under this Agreement.

It shall be the incumbent duty of the Vendor to undertake not to disclose any business related information of BOB to any third person and the Vendor shall keep all knowledge of the business activities and affairs of BOB strictly confidential and also to ensure that neither the Vendor nor any of its officers, employees directly or indirectly assist any third person with the promotion of activities which may be prejudicial to the interest or in competition to the activities of BOB.

However the confidential information will not be limited to the information mentioned above but not include the following as confidential information:

- Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
- Prior to the disclosure by BOB was known to or in the possession of the Vendor at the time of disclosure ;
- Was disclosed or parted with the prior consent of BOB;
- Was acquired by the Vendor from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from BOB.

The Vendor agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.

Notwithstanding above, bob shall take all the reasonable care to protect all the confidential information of vendor delivered to BOB while performing of the services.

The provisions of this Clause shall survive the termination of this Agreement.

## **15.2 Information Ownership**

All information processed, stored, or transmitted by Vendor equipment belongs to the Bank. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

## **15.3 Sensitive Information**

Any information considered sensitive must be protected by the Bidder from unauthorized disclosure, modification or access.

Types of sensitive information that will be found on Bank's systems the Bidder may support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

## **15.4 Privacy and Security Safeguards**

The Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location. The Bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The Bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location.

## **15.5 Dispute Resolution**

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

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

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

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

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

having jurisdiction over the relevant Party or its assets.

In the event of any dispute and or the commencement of arbitration proceedings the successful Bidder shall continue to provide the Deliverables and the Services in accordance with this Tender and subsequent Agreement and shall maintain the agreed Service levels.

#### **15.6 Force Majeure**

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

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

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

If the duration of delay continues beyond a period of three months, the Bank and vendor shall hold consultations in an endeavor to find a solution to the problem.

#### **15.7 Termination**

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 Vendor:

- 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 Vendor 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 vendor is not as per the prescribed time line, and found to be unsatisfactory.
- Supply of substandard materials/ services ;
- Delay in delivery / commissioning of services. Delay in implementation beyond the specified period that is agreed in the contract that will be signed with the successful vendor. Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.
- If deductions of penalty exceeds more than 10% of the total contract price or amount of total penalties exceed 20% of the quarterly payment in any quarter.

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

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

Notwithstanding above, in case of change of policy or any unavoidable circumstances and without any reason 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.

The Vendor understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same from the Vendor for the tenure of this Tender and subsequent Agreement. The Parties therefore agree and undertake that an exit at any point in time resulting due to expiry or termination of this Tender and subsequent Agreement for any reason whatsoever would be a slow process over a period of six (6) months, after the completion of the notice period of three (3) months. During this period, the Vendor shall continue to provide the Deliverables and the Services in accordance with this Tender and subsequent Agreement and shall maintain the agreed Service levels.

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

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

- All the undisputed fees outstanding till the date of termination;
- Upon the termination or expiry of this Tender and subsequent Agreement: The rights granted to Vendor shall immediately terminate.
- Upon Bank's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the Vendor, being used by Vendor to provide the Services and (ii) the assignable agreements, Vendor shall, use its reasonable commercial endeavors to transfer or assign such agreements and Vendor Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.
- Upon Bank's request in writing, Vendor shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Vendor to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

In the event the Bank terminates the Contract on the ground of default/ breach in whole or in part, the Bank may, among other applicable remedies, procure Goods, Works or Services similar to those undelivered upon such terms and in such manner as it deems appropriate, and hold the Vendor liable to the Bank for any excess costs for such similar Goods, Works or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.

### **15.8 Contract Review and Effect of Termination**

The validity of this contract shall be 3 years from date of its signing and can extend upto 2 years at the discretion of the Bank as stated above. Procedures for transition and migrating to the new vendor Time frame for parallel run Skill transfer mechanism and in specific cases the human resources requirement.

### **15.9 Subcontracting**

The vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required by it under this assignment without the prior written consent of Bank.

### **15.10 Indemnity**

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

- Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Vendor under this RFP; and/or
- an act or omission of the Vendor and/or its employees, agents, sub-contractors in performance of the obligations under this RFP; and/or
- claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Vendor, against the Bank; and/or
- claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by

the Vendor to its employees, its agents, contractors and sub- contractors

- Material breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Vendor under this RFP; and/or
- any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- breach of confidentiality obligations of the Vendor contained in this RFP; and/or Negligence or gross misconduct attributable to the Vendor or its employees.

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

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

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

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

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

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

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

Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by regulatory authorities for reasons attributable to breach of obligations under this RFP and subsequent agreement by the Vendor.

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

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

#### **15.11 Compliance with Laws**

**Compliance with all applicable laws:** The vendor shall undertake to observe, adhere to, abide by, comply

with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender.

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

The vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity shall exclude indirect, consequential and incidental damages.

### **15.12 Limitation of Liability**

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

Vendor's liability in case of loss suffered by Bank on account of claims against the Bank resulting from Willful Misconduct or Gross Negligence arising due to infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

"Willful Misconduct" means any act or omission of a party which is willfully intended to harm the interests of the other party, provided however, that willful Misconduct does not include ordinary negligence, an error of judgment or mistake of a person.

"Gross Negligence" means an indifference to, and a blatant violation of a legal duty with respect to the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a Gross negligence.

Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Vendor as part of procurement under the Agreement. Under no circumstances shall either party be liable to the other for any loss of business, goodwill or profits even if such party has been advised of such damages

### **15.13 Visitorial Rights**

The Bank and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the vendor's premises without prior notice to ensure that data provided by the Bank is not misused. The vendor shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank/ RBI / any other regulator failing which the vendor will be liable to pay any charges/ penalty levied by RBI/ any other regulator.

### **15.14 Inspection of Records**

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

**15.15 Assignment**

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

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

**15.16 Publicity**

Any publicity relating to the work to be carried out in BANK is strictly prohibited. No information of any nature related to this project shall be disclosed to any third party unless otherwise necessary prior permission to Bank. All the bidders must give a declaration in this regard duly signed by them.

**15.17 Solicitation of Employees**

Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party.

The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

**15.18 Notices and other Communication**

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

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

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

**15.19 Waiver**

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this tender document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this tender document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

**15.20 Severability**

If any term or provision or clause of the Agreement (to be executed under this RFP) is declared invalid, illegal or unenforceable to any person the remainder of this Agreement shall be unimpaired and the invalid, illegal or unenforceable term or provision shall be replaced by such valid term or provision as comes closest to the

intention underlying the invalid term or provision and that term or provision shall be enforced to the fullest extent permitted by law.

#### **15.21 No implied deviation**

The Bank expects the vendor to adhere to the terms of this RFP document, unless agreed to specifically by the Bank in writing for any changes to the tender document issued, the vendor responses would not be incorporated automatically in the tender document.

All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the vendors and may be accepted by the Bank to form part of final contract between the Bank and the selected vendor. Vendors are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.

#### **15.22 The bids submitted by related parties**

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

- Bids submitted by holding company and its subsidiary company;
- Bids submitted by companies having common director/s
- Bids submitted by partnership firms / LLPs having common partners
- Bids submitted by companies in the same group of promoters/management
- In the case of software or hardware Either the Indian agent on behalf of the principal or Principal itself can bid but both cannot bid simultaneously for the same solution in this tender. If an agent submits bid on behalf of the Principal, the same agent cannot submit a bid on behalf of another Principal in this tender for the same solution.

#### **15.23 Governing Laws**

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

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 bidder (in case no bidder satisfies the eligibility criteria in totality)
- Select the next most responsive bidder if negotiations with the bidder of choice fail to result in an agreement within a specified time frame.
- Share the information/ clarifications provided in response to RFP by any bidder, with any other bidder(s) /others, in any form.
- 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
- Modify the quantity or any specifications related to eligibility or technicalities. No obligation to accept the lowest or any other offer received in response to the RFP and shall be entitled to reject any or all of the offers. Bank has full rights to reissue the tender/ bid for any reasons felt necessary by the Bank. The Bank's decision in this regard shall be final, conclusive and binding upon the Bidder

#### **15.24 Disclaimer**

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities,

expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers..

**Close for Bidding:**

After the expiry of the cut- off time of Submission of Tender stage to be completed by the Contractors has lapsed, the Tender will be closed by the Tender Authority.

**Short listing of Contractors for Financial Bidding Process:**

The Tendering Authority will first open the Technical Bid documents of all Contractors and after scrutinizing these documents will shortlist the Contractors who are eligible for Financial Bidding Process. The short listed Contractors will be intimated by email.

**Opening of the Financial Bids:**

The Contractors may remain present in the office of the Tender Opening Authority at the time of opening of Financial Bids.

**Tender Schedule (Key Dates):**

The Contractors are strictly advised to follow the Dates and Times as indicated in the Time Schedule in the detailed tender Notice for the Tender. All the activities are time tracked and ensure that no activity or transaction can take place outside the Start and End Dates and time of the stage as defined in the Tender Schedule.

At the sole discretion of the tender Authority, the time schedule of the Tender stages may be extended.

## Annexure 01 – Table of Contents

Technical Bid Envelope to contain the following

<b>Section #</b>	<b>Section Heading</b>	<b>Proforma Given</b>
1	Covering letter certifying compliance of Scope of Work.	<b>Bidder to provide</b>
2	Credential letters / Supporting documents	<b>Bidder to provide</b>
3	Bid Security Letter	<b>Annexure 02</b>
4	Bid Security Form	<b>Annexure 03</b>
5	Conformity Letter	<b>Annexure 04</b>
6	Commercial Bid	<b>Annexure 05</b>
7	Performance Guarantee	<b>Annexure 06</b>
8	Integrity Pact (Duly Signed and Stamped by Authorized Signatory on proper stamp paper)	<b>Annexure 07</b>
9	Service Level	<b>Annexure 08</b>
10	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	<b>Annexure 09</b>

**Commercial Bid (Annexure 05) must be sealed and signed by authorized signatory**

Authorized  
Signatory  
Name:  
Designation:  
Bidder's Corporate  
Name Address  
Email and  
Phone #  
Date:

**Annexure 02 - Bid Security Letter**

1. WHEREAS, ..... (Hereinafter referred to as "Bidder") has submitted its proposal and response dated..... (hereinafter referred to as "Bid") for the supply of all the requirements described in the Request for Proposal No. .... along with its amendments/annexures and other ancillary documents (hereinafter referred to as "RFP") as issued by Bank of Baroda.
2. We ..... having our registered office at .....(hereinafter called the 'BIDDER') are offering security deposit of Rs. \_/- (Rupees\_\_\_\_\_ only) vide [demand draft / pay order / issued by a scheduled/Commercial bank] bearing No. \_\_ dated \_\_\_\_\_[drawn on/ issued by]\_\_\_\_\_ (hereinafter referred to as "Bid Security") favoring 'Bank of Baroda for consideration of the Bid of the above mentioned Bidder.
3. The Bidder specifically acknowledges and agrees that the Bidder has furnished his Bid on the understanding and condition that, if the Bidder:
- a) Withdraws its Bid during the period of Bid validity specified by the Bidder on the Tender Documents or
  - b) Having been notified of the acceptance of its Bid by Bank of Baroda during the period of validity: -
    - i. Fails or refuses to execute the contract form if required; or
    - ii. Fails or refuses to furnish the Performance Security, in accordance with the instruction to Bidders.
- Bank of Baroda has the right to forfeit the entire Bid Security amount merely on the occurrence of one or more of the foregoing events without demur or a written demand or notice to the Bidder.
- 4 The Bid Security shall be returned to unsuccessful Bidders within thirty (30) days from the date of the award of contract to a successful Bidder. The Bid Security shall be returned to the successful Bidder upon furnishing of Performance Security in accordance with the instructions of the Bidder.
- 5 The Bidder undertakes that it will not cancel the Bid Security referred to above till the Bidder is returned the Bid Security from Bank of Baroda in accordance with the foregoing conditions.
- 6 The Bidder represents and warrants that the Bidder has obtained all necessary approvals, permissions and consents and has full power and authority to issue this Bid Security and perform its obligations hereunder, and the Bidder has taken all corporate, legal and other actions necessary or advisable to authorise the execution, delivery and performance of this Bid Security. The absence or deficiency of authority or power on the part of the Bidder to issue this Bid Security or any irregularity in exercise of such powers shall not affect the liability of the Bidder under this Bid Security.

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

Place:

Date:

\_\_\_\_\_  
Seal and signature of the Bidder



**Annexure 03 - Bid Security Form**

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

To,

**Head- Digital Banking & Payment Business**  
**Digital Banking & Payment Business Department,**  
**Bank of Baroda, (Head Office)**  
**1st Floor, Baroda Bhawan, Alkapuri Rd, Vishwas Colony, Baroda- 390007**

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

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

THE CONDITIONS of this obligation are:

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

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

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

Notwithstanding any other term contained herein

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

Place:

SEAL

Code No.

SIGNATURE. NOTE:

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

**Annexure 04–Conformity Letter**

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

To

**Head- Digital Banking & Payment Business  
Digital Banking & Payment Business Department,  
Bank of Baroda, (Head Office)  
1st Floor, Baroda Bhawan, Alkapuri Rd, Vishwas Colony, Baroda- 390007**

Sir,

**Sub: RFP for Selection of Service provider for End-to-end implementation of Universal Reconciliation System & Dispute Handling Process - For all Digital Banking Channels & Products**

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

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

Yours faithfully,

Authorized

Signatory

Name:

Designation:

Bidder's Corporate

Name Address

Email and Phone #

## Annexure 05–Commercial Bid

Description	Slabs as per transaction volume per month	Amount in Paise(A)	Volume Per month is presumed at 12 Crore transactions(B)	Total cost in Rs.**(C=A*B)	Total cost of ownership (D=C*36)
<b>Reconciliation Charge per transaction</b>	Slab 1: Up to 4 Crore	M**	4,00,00,000		XXX
	Slab 2: Above 4 Crore and Upto 8 Crore	N**	4,00,00,000		XXX
	Slab 3: Above 8 Crore and up to 12 crore and above	O**	4,00,00,000		XXX
	Total	XXX	12,00,00,000		XXX
	Total Cost of ownership	XXX	XXX	XXX	XXX

\*\*e.g. if the reconciled transaction count for a given month is 14 crore, then the total cost should be calculated as follows:-

Rs. (4 crore X M+4 crore X N +6 crore X O)/100

1. Sr. 1 pertaining to ATM & Debit Card module is priority & mandatory. Modules pertaining to Sr. 2 IMPS/UPI/NEFT etc. is optional at bank's discretion to avail. Maximum 90 days timeline for the Sr. 2 modules would be provided to bidder for implementation.
2. Detailed Specifications of all Hardware, Operating software, Components etc. for the above modules to be attached separately in the Technical Bid, supported by Technical Literature/Product Catalogues/Brochures, etc. This is Mandatory.
3. Price quoted should be excluding Sales tax, VAT, GST, Road Tax, Octroi etc. as applicable in respective State.
4. In case of discrepancy between figures and words, the amount in words shall prevail.
5. No increase in costs, duties, levies, taxes, charges, etc., irrespective of reasons (including exchange rate fluctuations, etc.) whatsoever, shall be admissible during the currency of the Contract.
6. Bank will provide Hardware with operating software. Any other software required to run the solution should be provided by the bidder.

**Signature of Bidder:**

**Name :** \_\_\_\_\_

**Business address :** \_\_\_\_\_

**Place : Date :**

**Annexure 06-Performance Guarantee**

**BANK GUARANTEE**

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To

Head- Digital Banking & Payment Business

Digital Banking & Payment Business Department,

Bank of Baroda, (Head Office)

1st Floor, Baroda Bhawan, Alkapuri Rd, Vishwas Colony, Baroda- 390007

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

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

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

AND WHEREAS at the request of the Bidder, WE,....., a body corporate in terms of the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 having it's

Office at ..... and a branch inter alia at

..... India have agreed to issue the BANK GUARANTEE.

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

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

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

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

before given to you by us (whether jointly with others or alone) and now existing uncanceled and this Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

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

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

For and on behalf of

Branch  
Manager  
Seal and  
Address

## **Annexure 07– Integrity Pact**

### **PRE CONTRACT INTEGRITY PACT**

#### **General**

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

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

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

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

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

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

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

#### **1. Commitments of the BUYER**

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any

substantial suspicion of such a breach.

- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

#### **Commitments of BIDDERS**

- 2 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - 2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
  - 2.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
  - 2.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
  - 2.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
  - 2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.



- 2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be closed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

### **3 Previous Transgression**

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

### **4 Earnest Money (Security Deposit)**

- 4.1 While submitting commercial bid, the BIDDER shall deposit an amount (shall be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
  - I. Bank Draft or a Pay Order in favour of Bank of Baroda
  - II. A confirmed guarantee by an Indian Nationalized Bank other than Bank of Baroda, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
  - III. Any other mode or through any other instrument (to be specified in the RFP).

- 4.2 The Earnest Money/Security Deposit shall be valid upto a period of 8 Months or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.
- 4.5 MSMEs (Micro, Small and Medium Enterprise (MSME) are exempted from paying the application money and Bid security amount for which the concerned enterprise needs to provide necessary documentary evidence. For MSMEs Government of India provisions shall be considered while evaluating the tender

## **5 Sanctions for Violations**

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

- 5.1.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- 5.1.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- 5.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- 5.1.4 To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of Bank of Baroda, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
- 5.1.5 To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- 5.1.6 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

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

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

- 5.1.8 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- 5.1.9 Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## **6 Fall Clause**

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

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

## **7 Facilitation of Investigation**

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

## **8 Independent External Monitor**

- a) The BOB has appointed Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Name: Shri. Harishwar Dayal (email id: [dayalagra@gmail.com](mailto:dayalagra@gmail.com)) appointed competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- b) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders as confidential.
- c) The Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BOB including that provided by the Bidder. The Bidder will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- d) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed 'Non-Disclosure of Confidential Information '. In case of any conflict of interest arising during the selection period or at a later date, the IEM shall inform BOB and recuse himself / herself from that case.
- e) The BOB will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the BOB and the Bidder. The parties offer to the Monitor the option to participate in such meetings.
- f) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the BOB and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- g) The Monitor will submit a written report to the BOB officials within 15 days from the date of reference or intimation to him by the BOB and, should the occasion arise, submit proposals for correcting problematic situations.
- h) If the Monitor has reported to the BOB , a substantiated suspicion of an offence under relevant IPC/ PC Act, and the BOB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- i) The word 'Monitor' would include both singular and plural.

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

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

## **10 Other Legal Actions**

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

## **11 Validity**

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

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

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

BUYER

Name of the Officer:

Designation:

Witness

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

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

BIDDER

Chief Executive Officer

Department:

Witness

## **Annexure 08– Service Level**

- i. Service Level Agreement (SLA) would be executed at the time of Contracting ( following points are Indicative only)
- ii. The Bank expects that the successful Bidder to adhere to the following minimum Service Levels.
- iii. The bidder should commit to provide services for implementation, roll-out, support, maintenance etc. for minimum 3 years. Continuing the services/maintenance for beyond 3 years/contract period as per the RFP terms & condition, shall be at the sole discretion of the Bank.
- iv. The Bidder understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same, for the tenure of Contract under this RFP. The Bidder therefore agrees and undertakes that an exit resulting due to expiry or termination of Contract under this RFP or for any reason whatsoever would be a slow process over a period of six (6) months, after the completion of the notice period, and only after completion of the Bidders obligations under a reverse transition mechanism. During this period of Reverse Transition, the Bidder shall continue to provide the Deliverables and the Services in accordance with the contract under this RFP and shall maintain the agreed Service levels. The Bank shall make payment for these services as per terms AND CONDITIONS.
- v. The bidder must undertake also to submit a letter from OEM (Hardware and Application Software) certifying that if the bidder/ system integrator is not able to meet its obligations related to the service and support for the product as per contract during contract period, the OEM shall perform the said obligations with regard to their items through alternate and acceptable service provider. The bidder will be system integrator and will be liable for the Hardware as well as Software performance.
- vi. During the Term of this RFP, Bidder shall provide 99.95% uptime per month. If Bidder materially fails to meet an uptime of 99.95% for three (3) consecutive months, the Bank may have the right to terminate the contract.
- vii. Any fault/ issue/ defect failure intimated by Bank through any mode of communication like call/e-mail/fax etc. are to be acted upon, so as to adhere to the service levels.
- viii. The selected bidder shall repair or replace any worn out or defective part in any of locations for Reconciliation Solution in Bank of India/RRBs, the solution components provided by the bidder and shall provide all consumables at no extra cost to the Bank. In addition, any system/ sub-system for which end of enterprise-level support is declared by OEM should be replaced at no extra cost to the bank.
- ix. Business/ Service Downtime and Deterioration shall be the key considerations for determining “Penalties” that would be levied on the Successful Bidder.
- x. The entire solution is required to be up and running with minimum uptime of 99.95% on a quarterly basis with a MTBF of 90 days, barring scheduled and mutually agreed upon downtime for maintenance or training purposes. The Fees/amount payable to the company shall be subject to deduction of penalties if any, levied by the Bank in accordance with the provisions of this order and the agreement.
- xi. In case uptime falls below the guaranteed level, Bank will impose a penalty as given below.

Uptime	Penalty in % of monthly billing
>=99.95	0
> 99.50 to < 99.95	1%
> 99 to <99.50	2%
> 98 to <99	5%
> 97 to <98	10%
Below 97	20%

Penalty for delay resolution of defect

- xii. If the company, having been notified, fails to report and provide remedy of the defect(s) within three hours, the Bank may proceed to take such remedial action as may be necessary, at the vendor's risk and expense, and without prejudice to any other rights, which the Bank may have against the vendor under the Contract.
- xiii. Penalty will be deducted from the outstanding amount payable to the vendor, that may be payable under any head.
- xiv. During the currency of the contract if the cumulative penalty amount exceed 10% project cost, the Bank may consider termination of the Contract.
- xv. Any impact on Bank's financial liability / Customer compensation situation arises due to technical issue/defect, not reported/ not resolved, needs to be borne by the solution provider.
- xvi. If there is any delay in implementation of project or new requirement from the stipulated time frame as given in scope of work the penalty of Rs.25000 per week will be applicable to the maximum of 5% of total cost
- xvii. If the required handholding support is not provided to the bank may and due to this if there is delay in implementation of the project the penalty would be applicable as per point no xvi
- xviii. The bank may consider cancellation of the contract in case of undue delay on part of the selected service provider for completing the activities as stipulated in Scope of Work clause of this RFP. Under such circumstances the contract will be offered to L2 bidder if the L1 price is matched by him
- xix. Banks will penalize the selected vendor to the actuals if it incurs any loss due to the incorrect/improper /incomplete reconciliation on the part of solution provider.

## Annexure 9

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)*

To

Head- Digital Banking & Payment Business  
Digital Banking & Payment Business Department,  
Bank of Baroda, (Head Office)  
1st Floor, Baroda Bhawan, Alkapuri Rd, Vishwas Colony, Baroda- 390007

Sir,

We, M/s ----- are a private/public limited company/LLP/Firm *<strike off whichever is not applicable>* incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at -----  
----- (referred to as the "Bidder") are desirous of participating in the Tender Process in response to your captioned RFP and in this connection we hereby declare, confirm and agree as under:

We, the Bidder have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23<sup>rd</sup> July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.

In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

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

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/ earnest 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 or through our Authorized person, after. having read and understood the terms of RFP and the Office Memorandum and Order.

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

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. ....
3. ....
4. ....