REQUEST FOR PROPOSAL (RFP)

FOR

SELECTION OF VENDOR FOR END-TO-END IMPLEMENTATION AND MANAGEMENT OF NETC (NATIONAL ELECTRONIC TOLL COLLECTION) ACQUIRER SYSTEM ON REVENUE SHARING MODEL

Bank of Baroda
NETC Cell,
Digital Banking,
2nd Floor, Baroda Bhavan,
R. C. Dutt Road, Alkapuri,
Vadodara – 390 007
RFP Reference Number: HO/DBD/113/101
Date: 03.03.2021

Important Dates/ Schedule of activities

Sr.	Particulars	Date and Time
1	RFP issuance date	03rd March 2021
2	Last date of submission of any query /reporting any error	10th March 2021 till 04:00 PM
3	Pre-bid meeting date	16th March 2021 at 12:30 PM
4	Last date of submission of BIDs	06th April 2021 at 12:30 PM
5	Date of opening of Eligibility cum Technical Bid Venue	06th April 2021 at 02:00 PM Bank of Baroda NETC cell Digital Banking Department, 2nd Floor, Baroda Bhavan, R C Dutt Road, Alkapuri, Vadodara, – 390 007
6	Announcement of technical bid qualifiers and opening of commercial bid	Bank shall advise the technically qualified bidders indicating the date, time and place for opening of the Commercial bids.
7	Application Money (Non-refundable)	Rs. 25,000/-
8	Ernest Money Deposit (EMD)	Rs. 30,00,000/-

Note: The above dates are tentative and subject to change without any prior notice or intimation. Bidders should check website www.bankofbaroda.com under Tender Section for any changes / addendums to the above schedule and/or any other changes to this RFP. Vendor can contact through email to barodafastag@bankofbaroda.co.in for any queries related to above mentioned schedule. 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.

Due to COVID-19 Situation Bank may at any point of time may conduct the Pre-bid meeting/ Presentation through Microsoft Teams or any other suitable online/ offline mode. Bidders shall communicate with the attendant's email-ID to Bank's Email ID barodafastag@bankofbaroda.co.in.

Eligibility cum Technical bids will be opened in the presence of the bidder's representatives who choose to attend the opening of eligibility cum technical bid. No separate communication shall be sent in this regard. Subsequently, the Bank will evaluate the eligibility cum Technical Bids and the bidders shall be suitably intimated about outcome, after evaluation.

Commercial bids will be opened in the presence of the bidder's representatives, desirous to attend and are found qualified upon evaluation of the eligibility and technical bid by Bank.

Important Clarifications:

1. 'Bank' means 'Bank of Baroda' means amalgamated entity (Bank of Baroda + erstwhile Vijaya Bank + erstwhile Dena Bank).
2. 'Vendor' means the selected bidder of the RFP.
3. 'RFP' or 'Tender' means the Request for Proposal.
4. 'Recipient' or 'Respondent' or 'Bidder' means who responds/submits BID in response to this RFP issued by Bank.
5. Proposal/Bid/Offer means response to RFP document submitted by Recipient to the Bank

Abbreviations:

Abbreviation	Expansion
BOB	Bank of Baroda
EMD	Earnest Money Deposit / Bid Security
INR	Indian Rupee
MIS	Management Information System
SLA	Service Level Agreement
NDA	Non-disclosure Agreement
NETC	National Electronic Toll Collection

Index

Section 1: Introduction and Disclaimer

1.1. About the Bank

Bank of Baroda is one of the largest Public Sector Banks in India, having network of around 8,452 branches, 130 million customers, 90+ branches/ offices overseas including branches of our subsidiaries distributed in 25 countries and approximately 13,000 ATMs across India. IT enabled delivery channels like ATM, Internet Banking, Mobile Banking, Internet Payment Gateway and Unified Payment Interface (UPI) have immensely increased the choices offered to the customers to conduct transactions with ease and convenience.

Bank of Baroda is Live under NETC (National Electronic Toll Collection) as Issuer Bank since 12.07.2018. Bank has implemented the end-to-end NETC Issuance system under Revenue sharing. As on 31st January 2021, the Number of FASTag issued by bank is 4.30 lakhs. Bank of Baroda Market share as on 31st January 2021 is **1.71%** in the complete NETC ecosystem. Bank has tie-up with various channel partners/ Corporate BC network for FASTag issuance.

1.2. About the RFP

Bank of Baroda is Live under NETC Ecosystem as an Issuer Bank. Bank wishes to get on-boarded as Acquirer Bank on NETC platform. Along with NETC core functionality of acquirer business, Bank also wishes to get on-boarded on the other functionalities/ Use cases of FASTag like Parking/ Fuel refilling/ insurance etc. For the mentioned functionalities / use cases, Bank wants to engage a vendor for End-To-End Implementation and Management of NETC Acquirer system on Revenue sharing Model where the complete infrastructure is installed and maintained at secured premises of the bidder in India.

The bidders are required to indicate the percentage of revenue sharing out of the total revenue, which include all the avenues of revenue under this proposed NETC Acquirer program except the revenue out of the residual (breakages) and the float funds. It may be noted that the Bank would have 100% of the revenue out of the residual (breakages) and the float funds.

Possible revenue streams which will be considered for sharing between Bank and the Vendor:

Sr. No.	Type of Revenue
1	Interchange Fee* for FASTag Transactions.

*Applicable and available Interchange fee based on the FASTag use cases.

Revenue streams which will not be shared between Bank and the Vendor:

Sr. No.	Type of Revenue
1	Unused balances in the identified pool account/ pre-paid/ FASTag accounts etc.
2	Float funds or any income arising out of float income
3	Issuance fee, or any income earned as issuer Bank

In connection to this, Bank invites sealed offers ('Eligibility cum Technical Proposal/Bid' and 'Commercial Proposal/Bid') for selection of Bidder as per Bank's requirement and in compliance with the Terms & Conditions, Specifications and Scope of Work described in this document.

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda ("the Bank") in **Selection of Vendor for End-To-End Implementation and Management of NETC Acquirer system on Revenue sharing Model.**

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

1.3. Objective of the RFP

The Bank has decided to float this RFP to achieve the following objective:

a. Bank intends to select a Bidder who can implement and manage end to end NETC Acquirer System which can be used for any use cases of FASTag certified/ Ecosystem developed and implemented by NHAI/IHMCL/NPCI/ RBI.

b. To invite bids from Corporate Body/ Public or Private Ltd company/Public sector undertaking/ Partnership Firm/LLP/Autonomous body, for the scope of work and as per terms and conditions as outlined in this RFP.

c. To have empanelment of a qualified & competent vendor, through an open tendering process.

d. The Bank is inviting offers from Bidders capable and experienced in all aspects relating to NETC Acquirer System, Issuer System, and any other FASTag use cases certified/ Implemented by NHAI/IHMCL/NPCI/ RBI.

e. The prime responsibility of the vendor is to implement and provide service for end-to-end solution for NETC Acquirer solution, through a hosted platform at the empanelled service provider end, with complete solution as per the Scope of the Work mentioned in this RFP.

1.4. Information Provided

The RFP document contains statements derived from information believed to be 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 supply and services, neither the Bank nor any of its employees, agents, contractors or advisers gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this RFP document.

1.5. Recipients

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

1.6. Confidentiality

The RFP document is confidential and is not to be reproduced, transmitted or made available by the Recipient to any other party without Bank's express written permission. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given

by the Recipient to the Bank. The Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document received is subject to the same terms and conditions as original and subject to the same confidentiality undertaking.

The Bidder shall not share this information with any other person/party not connected with responding to the RFP or even with other potential Bidders. The information contained in this RFP or subsequently provided to Bidder(s), whether verbally or in writing by or on behalf of Bank shall be subject to the terms and conditions set out in this RFP and any other terms and conditions subject to which such information is provided.

1.7. Disclaimer

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

The Bank and its officers, employees, contractors, agents and advisers disclaim any liability, pecuniary or otherwise that may accrue or arise from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting due to the information contained herein and/or by virtue of copying, adopting, reproducing, any of the material which may be the copyright material or any other Intellectual Property of a third party who may claim ownership of the same.

1.8. Costs Borne by Respondents

All costs and expenses incurred by Respondents in any way associated with the development, preparation, and submission of responses to this RFP, including but not limited to attendance at meetings, discussions, presentations, demonstrations etc. and providing any additional information required by the Bank, shall be borne entirely and exclusively by the Respondent.

1.9. No Legal Relationship

No binding legal relationship will exist between any of the Respondents and the Bank until execution of a contractual agreement by duly authorized signatory of the Bank and the bidder.

1.10. Recipients' Obligation to Inform Itself

It is the Recipient's responsibility to conduct necessary investigation and analysis regarding any information contained in this RFP document and the meaning and impact of that information.

1.11. Evaluation of Offers

Indicative evaluation process has been specified in Section 4 of this document. However, as a condition of responding, each Recipient acknowledges and accepts that the Bank in its absolute discretion may apply whatever selection criteria it deems appropriate in finalizing the vendor.

1.12. Contractual commitment

Should the Recipient be awarded the contract, the contents of its Response to RFP, including any material submitted in the Response to RFP, will be incorporated by reference or integrated as obligations in the formal Service contract and / or Service Level Agreement (SLA), as prescribed by Bank.

1.13. Code of Conduct

It is the objective of Bank of Baroda to obtain the best services possible by giving fair and impartial consideration to all recipients invited to accept RFP for submitting Response to RFP. Every potential Recipient will be considered on fair and equal basis.

1.14. Errors and Omissions

Each Recipient should notify the Bank of any error, omission or discrepancy found in this RFP document. Notification should be made to contact details provided in Section 2.1.m– Clarification on RFP document.

1.15. Acceptance of Terms

The purpose of this RFP is to provide necessary information to the potential Bidders, who qualify and intend to submit their response to the RFP. Though the RFP has been prepared with sufficient care and diligence with an endeavor to provide all required information to the potential Bidders, Bank acknowledges the fact that the potential Bidders may require more information than what has been provided in the RFP. Accordingly, in such cases, the potential Bidder(s) may seek additional information/clarification required from Bank. Bank reserves the right to provide such additional information/ clarification at its sole discretion either one to one basis to the bidder or clarify it to all the potential bidders as deem fit. In order to respond to the RFP, if required, and with the prior permission of Bank, each Bidder may conduct their own study and analysis, as may be necessary, at their own cost and expense ensuring they adhere to the timelines mentioned in the RFP. No additional time will be provided to Bidders to undertake any analysis or study.

Bank makes no representation or warranty and shall incur no liability, whatsoever, under any law, statute, rules or regulations on any claim by any bidder or any potential Bidder may make in case of failure to understand the requirement and respond to the RFP.

Bank may, in its absolute discretion, but without being under any obligation to do so, update, amend, replace, modify or supplement the information given in the RFP and specify additional requirements or cancel the RFP at any time without assigning any reason thereof and without any prior notice.

The recipient of the RFP must apply its judgment, care and conduct its own investigation and analysis regarding any information contained in the RFP document including but not limited to the scope of work, Deliverables and timelines, etc.

It is the Bidder's responsibility to:

- Properly understand and examine the RFP;
- Examine all other information available on reasonable inquiry relevant to the risks, contingencies and circumstances affecting its response;
- Satisfy itself as to the completeness, correctness and sufficiency of its response;

A recipient will, by responding to the Bank's RFP with a submission, be deemed to have accepted all the Terms &Conditions as stated in this RFP document in totality without any condition whatsoever.

1.16. Disqualification

Any form of canvassing/lobbying/influencing/cartelization, etc. by the Bidder may result in disqualification of such Bidder.

1.17. Participation Methodology

In this RFP either the Indian Agent on behalf of the Principal or the Principal itself can Bid but both cannot Bid simultaneously for the same solution. If an agent Bids on behalf of the Principal, the same agent shall not submit a Bid on behalf of another Principal for this RFP. The principal Bidder should assume responsibility on behalf of the Agent for providing end-to-end solution i.e., technology, personnel, financial and any other infrastructure that would be required to meet intent of this RFP.

Section 2: Lodgment of RFP

The response to RFP shall contain the following envelopes separately:

1. First envelope **"Eligibility cum Technical Proposal for End-To-End Implementation and Management of NETC Acquirer System on Revenue sharing Model"**

2. Second envelope **"Commercial Proposal for End-To-End Implementation and Management of NETC Acquirer System on Revenue sharing Model"**

Thereafter, both the envelopes shall be placed inside another envelope and properly closed and sealed. The final envelope should be super-scribed as **"Proposal for Selection of Vendor for End-To-End Implementation and Management of NETC Acquirer System on Revenue sharing Model"** in response to **RFP (HO/DBD/113/101) dated (03/03/2021)"** on the top of the envelope.

All the aforesaid documents are to be submitted at once at the time of Bid submission. A submission in a different manner, including a submission through Fax or Email, will not be accepted by the Bank and will be summarily rejected.

2.1 RFP Response guidelines

a) All responses received after the due date/time would be considered late and are liable to be rejected. The Bidder is requested to quote commercials upto two decimal places only.

b) All bid responses should be in English language.

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

d) Any Eligibility cum technical or commercial bid, submitted cannot be withdrawn/ modified after the last date for submission of the bids unless specifically permitted in writing by the Bank.

e) The Bidder may modify or withdraw its offer after submission, provided that, the Bank, prior to the closing date and time, receives a written notice of the modification or withdrawal for submission of offers.

f) By submitting a proposal, the Bidder agrees to promptly enter into an agreement with Bank for any work awarded to the Bidder. Failure on the part of the selected Bidder to execute a valid agreement with Bank within 2 months of receiving the work order will relieve Bank of any obligation to the Bidder, and the Bank will be at liberty to select another Bidder based on the selection process of Bank.

g) By submitting the bid, the Bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The Bidder represents that all applications, hardware, software, utilities, network firewall, manpower to be deployed by bidder in response to this RFP shall meet the proposed Service requirements of the Bank and industry standards. 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 Bank. The Bidder also acknowledges that Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the selected Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, Bank expects the selected Bidder to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Bank in writing, shall form a part of the final contract.

h) All RFP response documents would become the property of the Bank and the Bank also would not return the bid documents to the Bidders.

i) Erasures or Alterations – The offers containing erasures or alterations may not be considered. Unavoidable corrections or alterations, if any, should be authenticated. In case of the corrections / alteration are not properly authenticated, the offer shall be rejected.

j) There should be no hand-written material, corrections or alterations in the offer. Requested details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual/ annexure" is not acceptable. Bank may treat the offers not adhering to these guidelines as unacceptable. The proposals should be in the template that is recommended and provided in this RFP.

k) Numbering of Pages- All pages of the bid including brochures are to be numbered as Page --- (current page) of --- (total pages) in a seriatim along with proper index. The numbering shall be done separately for Eligibility cum Technical Bid and Commercial Bid/s, and not section-wise.

l) Authorized Signatory-The Bidder shall submit the bid authenticated by an authorized person from any of their offices in India. The Bidder's authorized signatory will authenticate under his/her sign and seal, each page of the bid in original and photocopies including brochures/ pamphlets/ write–up etc.

m) Clarification on RFP Document

1. The Bidder shall carefully examine and understand the specifications /conditions of RFP, intent of the RFP and seek clarifications, if required, to ensure that they have understood all requirements/ specifications/conditions/intent of RFP.

2. Bidders shall have the opportunity to get their doubts clarified pertaining to the RFP, prior to finalizing their responses. All questions are to be submitted to the Bank at e-mail address barodafastag@bankofbaroda.com, not later than the query submission date mentioned in this RFP and as advised by Bank from time to time.

3. The Bidder in all such cases must seek clarification in writing in the same serial order as that of RFP by mentioning relevant page number and clause number of RFP on or before the timeline prescribed in this RFP under "Schedule of activities"

Respondents are required to direct their communication towards clarification/additional information, errors and omission related to this RFP to:

The Asst General Manager
Digital Banking, Bank of Baroda,
NETC Cell,
2nd Floor, Baroda Bhavan,
R C Road, Alkapuri,
Vadodara - 390 007

Bidder should use the following format for their above-said communication -

Name of the Respondent/Bidder:

Date:
Contact Person from Respondent/Bidder in case of need:
Name:
Designation:
Email ID:
Tel / Mobile No:

All queries/clarifications requested must be in writing and should be forwarded by the authorized point of contact of bidder in the below format in **MS-EXCEL-2013** work book. The queries to be e-mailed to: **barodafastag@bankofbaroda.com** with the queries enclosed as attachment in below mentioned format.

Sr.No.	Page No.of RFP	Clause No	Original RFP Clause	Bidder's Query
1				
2				
3				

Bank shall not answer any communication initiated by respondents after the last date of query submission. Bank may in its absolute discretion seek additional information or document from any respondents after the RFP closes for supplementary information and better evaluation. All such information and document provided must be taken to form part of that Respondent's response.

Bank is not bound to reply to queries not pertaining to this RFP. Replies shall be at Bank's discretion. Bank's replies shall be final and acceptable to all bidders.

n) Validity of Bids

The bids shall remain valid for a period of 180 days from the last date of submission of bids to the Bank. All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the Bidders and shall, if accepted by Bank, form part of the final contract between Bank and the selected Bidder.

The bidder may modify or withdraw its offer after submission, provided that written notice of the modification or withdrawal is received by Bank prior to the closing date and time prescribed for submission of offers. No offer can be modified/ withdrawn by the bidder, subsequent to the closing date and time for submission of offers.

o) Submission of Bids

1. The response should be submitted on or before the last date & time of submission mentioned in "Schedule of Activities". If the last date of submission of RFP response is declared as a holiday for any reason then the last date for submission of RFP response will fall on the next working day. Documentary proof, wherever required, in terms of the RFP should be enclosed.

2. The Bids / Proposals should be complete in all respects and contain all information asked for in this document. It is mandatory to submit the details in prescribed formats duly filled in, as part of the offer. The Bank, at its discretion, may not evaluate a bid in case of non-submission or partial submission of details. The proposal must be submitted

in an organized and structured manner and no brochures/leaflets etc. should be submitted in loose form.

3. All envelopes should be securely sealed and stamped.

4. For participation in the opening of eligibility cum technical and commercial bid, the Bidders' representatives are required to carry authorization letter from their authorized signatories, if the person attending the bid opening process is other than the authorized signatory.

5. The bid should constitute two separate parts. The response should be organized and submitted in the following manner:

Part I - Eligibility cum Technical Bid:

The Eligibility cum technical Bid containing the response to requirements for the services and other applications is to be sealed in a separate Envelope superscribed on the top of the cover as "**Eligibility cum Technical bid for Selection of Vendor for End-To-End Implementation and Management of NETC Acquirer System on Revenue sharing Model**".

Eligibility cum Technical Bid must contain hardcopies of:

1. Duly filled in Covering letter, eligibility criteria compliance, other information as detailed in **Annexure A** including supporting credential/ letters/testimonials from relevant organizations or copies of documentation from clients or purchase order copies certifying compliance. Non-compliance of even one condition mentioned in the eligibility criteria may render the bid ineligible. Hence, Bidder is required to provide proof for each of the points for eligibility evaluation. The proof provided has to be in line with the details mentioned in Annexure A. In case any credential detail mentioned in Annexure A is not accompanied by relevant proof documents, the said Bid offer will not be considered for evaluation. There is no restriction on the number of credentials a Bidder can submit.

2. This bid must contain **Demand Draft/Banker's Cheque of Rs. 25,000**(Rupees Twenty Five Thousand Only) towards **application fee (non-refundable)** drawn on any scheduled Commercial Bank (except Bank of Baroda) in favor of **Bank of Baroda, payable at Vadodara**.Bidders who had participated and submitted the BID participation fee of Rs 25,000/- for RFP no HO/DBD/113/101 dated 03.03.2021 need not to submit the fee again.

3. Reference Details - **Annexure B**

4. Compliance of RFP terms and conditions - **Annexure C**

5. Bidder shall furnish a non interest earning **Earnest Money Deposit (EMD)** of **INR 30,00,000/- (Rupees thirty lakhs only)** by way of Demand Draft / Bank Guarantee drawn on any scheduled Bank other than Bank of Baroda in favor of **Bank of Baroda, payable at Vadodara.** The Demand Draft / Bank Guarantee should be kept along with the Part A.

6. Guarantee **Integrity Pact (IP)** as per **Annexure E** which will be also signed by Bank's representative.

7. **Non-Disclosure Agreement (NDA)** as per **Annexure F**.

8. Letter with details of authorized signatories/Power of Attorney's in the name of the authorized signatories who can represent the Bidder/s with regard to the obligations under the RFP or contract.

9. **Unpriced Commercial template** as per **Annexure G**: The Bidder should also include the masked (without prices) commercial bid in the Eligibility cum technical bid. The masked commercial bid which would be submitted as part of the Eligibility cum Technical bid should contain price "XX" instead of actual price. The Bidder must note that the masked commercial bid should be actual copy of the commercial bid submitted with prices masked and not the Pro-forma/format of the Commercial Offer as per **Annexure G** in the RFP.

Under no circumstances the actual commercial bid (without masking) should be kept in Eligibility cum Technical Bid Covers. The placement of hard copy of commercial bid in eligibility cum technical bid covers will make the bid liable for rejection. However, commercial bid with duly masked prices need to be placed in technical bid.

Electronic copy in (1) Microsoft Office 2013 on CD and (2) Adobe .pdf non-editable / password protected on CD) must be submitted to the Bank in a sealed master envelope super scribing "**Selection of Vendor for End-To-End Implementation and Management of NETC Acquirer System on Revenue sharing Model**" along-with the complete set of hardcopy.

It should be noted that in case of any discrepancy in information submitted by the bidder in hard-copy and soft-copy, the hard-copy shall be given precedence and will form the basis of evaluation and final selection. However, in case of non-submission of any hard copy document, if the same is found submitted in the soft-copy, Bank reserves right to accept the same at its absolute discretion.

Part II – Commercial Proposal

The bidder will be required to submit commercial bids as a part of the bid submission. The Commercial Bid containing the response sealed in a separate Envelope superscripted on the top of the cover as **"Commercial Bid for Selection of Vendor for End-To-End Implementation and Management of NETC Acquirer System on Revenue sharing Model"**.

Commercial proposal should give all the relevant price information. No information should be kept blank. Offer should be in strict conformity with the format as given in **Annexure – G.** Please note as under:

1. The best and firm price should only be quoted (as per **Annexure G**).

2. The prices and other terms offered by the bidder must be firm for an acceptance period of 180 days from the last date for submission of offer document to the Bank.

3. The prices quoted by the vendor shall be all inclusive, that is, inclusive of all taxes, duties, levies etc. except GST. There will be no price escalation during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

4. In case of any variation (upward or down ward) in Government levies / taxes / cess / excise / custom duty etc. which has been included as part of the price will be borne by the Vendor. Variation would also include the introduction of any new tax / cess/ excise, etc. provided that the benefit or burden of other taxes quoted separately as

part of the commercial bid like GST and any taxes introduced instead of GST, and levies associated to GST, or any new taxes (other than excise, custom duties, other duties and associated government levies) introduced after the submission of vendor's proposal shall be passed on or adjusted to the Bank. If the Vendor makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly.

5. If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than or CST & entry tax or octroi and if the Bank has to pay the same for any of the items or supplies made here under by the Vendor, for any reason including the delay or failure or inability of the Vendor to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Vendor along with the documentary evidence. If the Vendor does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Vendor from the Bank along with the interest calculated at commercial rate.

6. The prices offered shall be on a fixed price basis and should not be linked to variables like foreign exchange rate etc. The Bank shall not be responsible for any fluctuations in exchange rate or any other expenses factored in the pricing till the validity period of the contract.

7. The price should be uniform throughout the tenure of the contract. Bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected.

8. The Bank ascertains and concludes that everything as mentioned in the RFP documents circulated to the Bidders and responded by the Bidders have been quoted for by the Bidders, and there will be no extra cost associated with the same other than the cost quoted by the Bidders.

9. It will be responsibility and liability of the selected bidder to levy applicable Taxes & duties in terms of Government guidelines from time to time. All taxes should be mentioned at the prevailing rates at the time of bid submission. Any variations in the taxes quoted by the Bidder which are not in line with the applicable rates prevailing for such supply /services may entail rejection of the Bidders proposal.

10. Prices quoted by the Bidder shall be fixed during the Contract Period.

11. The Bidder must provide and quote for all products and services as desired by the Bank as mentioned in this RFP. Any products / services not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder;

12. Any contradictory information, conditional pricing, exclusion of any item in TCO (Total Cost of Ownership) computation or error in computation may lead to summary disqualification of the bid as per sole discretion of Bank.

p) Overall Bid

1. The separately sealed envelopes containing Eligibility cum Technical Bid and Commercial Bid for the **"End-To-End Implementation and Management of NETC Acquirer System on Revenue sharing Model"** shall be submitted in another single sealed envelope super-scribed on the top of the envelope as: **"Selection of Vendor**

for End-To-End Implementation and Management NETC Acquirer System on Revenue sharing Model" against RFP No HO/DBD/113/101 dated 03/03/2021".

All the envelopes should have the following information on the front side:

1. **Name of the bidder :**

2. **Type of offer : _____ Eligibility cum Technical/ Commercial/ Overall**

3. **Date of submission:**

4. **Contact numbers (mobile) and email address of the single point of contact of the bidder for this RFP.**

2. The sealed bid documents should be addressed and submitted to:

Asst General Manager
Digital Banking, Bank of Baroda
NETC Cell
2nd Floor, Baroda Bhavan,
R C Dutt Road, Alkapuri,
Vadodara – 390 007

Bids submitted anywhere else would be liable for rejection.

3. The Bidder shall take care to submit the Bid properly filed so that the papers are intact. The Bidder shall submit the bid in suitable capacity of the file such that the papers do not bulge out and tear during scrutiny. The Bids, which are not sealed as indicated above, are also liable to be rejected.

Please note that in the following cases Bank in its absolute discretion may reject the Bids:

a) Submission of Bid after the time stipulated in this RFP Document.
b) Misleading/incomplete information or documentation
c) Bid submission without bidder's name
d) Price information provided anywhere other than 'Commercial Bid'
e) Improper Demand Draft/ Banker's Cheque for Application Fee or Bank Guarantee for Bid Security
f) Any conditional offer or assumption with or without information to the Bank
g) Envelopes are not in order as per requirement specified in this document
h) Bidder is not meeting eligibility or technical criterion specified in this RFP
i) Bid submission through Fax or email
j) Submission of more than one bid. In case, bidder is submitting more than one bid, all the bids submitted by the bidder shall be disqualified

2.2. Related Parties

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

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

2.3. Registration of RFP Submission

Upon receipt of a submission, the Bank shall register the response. **Incomplete or partial or faulty submissions shall be rejected forthwith.**

All submissions, including any accompanying documents, shall become the property of the Bank. Hence, submission of response to the RFP shall be deemed as respondents' license and grant of all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, notwithstanding any copyright or other intellectual property rights that may subsist in the submission or accompanying documents.

2.4. Late RFP Submission Policy

On-time submission of responses is strongly encouraged and recommended. RFP responses received after the deadline for lodgment of RFPs, however before scheduled opening time of Eligibility cum Technical Bid shall be documented by the Bank and may be considered and evaluated/rejected at the absolute discretion of the Bank. Respondents are to provide detailed evidence to substantiate the reasons for a late RFP submission. However, the Bank has no obligation to accept or act on any reason for late response.

The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.

2.5. Notification

Bank shall notify respondents in writing (as soon as practicable) if the respondent's submission has been rejected. Bank is not obliged to provide any reasons for any such rejection. The final outcome of RFP shall be published on Bank's website after opening and necessary processing of commercial bids of short-listed bidders. No separate communication will be issued by the Bank.

Section 3: BID Security, Cost of RFP and General Terms & Conditions

3.1. Bid Security, Cost of RFP, Performance Bank Guarantee

3.1.1. Bid Security/Earnest Money Deposit(EMD)

Bidder shall furnish, as part of its bid, a bid security/EMD for an amount of **Rs 30,00,000/- (Rupees Thirty lakhs Only)** in the form of DD/ Bankers' Cheque in favour of Bank of Baroda payable at Vadodara or Bank Guarantee in favour of Bank of Baroda issued by a reputed scheduled commercial bank in India (other than Bank of Baroda) as per the format provided in Annexure D and valid for 180 days from the last date of submission of the bid.

1. Bid security should be enclosed in original with the "Eligibility cum Technical Bid".
2. The successful bidder's bid security shall be discharged upon the bidder signing the contract and furnishing the performance guarantee. Unsuccessful Bidder's bid security shall be returned as promptly as possible as but not later than 60 days after the declaration of the successful bidder.
3. No interest shall be payable on bid security amount.

The bid security may be forfeited:

The amount of bid security would be forfeited in following scenarios:

a) If a bidder withdraws its bid during the period of bid validity and after last date of submission for the Bid for any reason whatsoever; or
b) In case of the successful bidder fails to accept and sign the agreement/ contract within the stipulated timeline for any reason whatsoever; or
c) In case of the successful bidder fails to furnish performance guarantee within the stipulated time and valid till the end of contract period plus six months.

3.1.2. Cost of RFP (Application money/ Bid fee)

A complete set of bidding documents may be purchased by any of prospective bidders from our office (address given in section 2) on payment of a non-refundable fee of Rs.25,000/- (Rupees Twenty Five Thousands Only), in the form of a Demand Draft / Banker's Cheque in favor of Bank of Baroda payable at Vadodara. The RFP is available on Bank's website, www.bankofbaroda.com and can be downloaded. In case the bid document is downloaded from the website, the price of bid document shall have to be handed over separately in the form of a Demand Draft / Banker's Cheque for Rs. 25,000/- in favour of Bank of Baroda payable at Vadodara at the time of submission of the bid as part of the eligibility cum technical bid. Bidders who had participated and submitted the BID participation fee of Rs 25,000/- for RFP no HO/DBD/113/101 dated 03.03.2021 need not to submit the fee again.

3.1.3. Exemption for application fees and EMD:

MSEs registered under single point Registration scheme of NSIC may be exempted from payment of cost of RFP and EMD. For this purpose bidder must submit the relevant registration certificate, clearly indicating capacity & monetary limit. However, exemption is only for Tender document fees & EMD, if such a bidder is successful, and then Security Deposit in the form of Pay order or Demand Draft as per the RFP document shall be submitted.

Any Bid not accompanied with Tender document fees & EMD amount, as above excluding exemption mentioned above, will be rejected by the Bank, as non-responsive. For MSEs, Government of India provisions shall be considered while evaluating the tender.

3.1.4. Performance Bank Guarantee

Successful bidder has to furnish a Performance Bank Guarantee of 5% of the contract value awarded to the selected bidder issued by any reputed Scheduled Commercial Bank in India (other than Bank of Baroda) in favour of Bank of Baroda. The Guarantee shall be valid for the entire period of contract and 6 months thereafter.

If the Performance Bank Guarantee is not submitted within 45 days of the receipt of work order, Bank reserves the right to cancel the work order.

In case of extension of contract, the successful bidder has to extend the Bank guarantee for the extended period (exceeding six months of the extended period) as per stipulation in the Service Level Agreement.

In case Successful Bidder fails to perform as per the contract or any penalty levied by any regulatory agency for non-compliance of any provision, Bank shall invoke the Performance Bank Guarantee without notice or right of demur to recover penalty/ liquidated damages and may award the contract for the remaining period to any one of the other selected bidders/ newly appointed vendor in a ratio to be decided by the Bank at its absolute discretion.

3.2. General Terms and Conditions

3.2.1. Adherence to Terms and Conditions

Bidders who wish to submit responses to this RFP should note that they should abide by all the terms and conditions mentioned in the RFP. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process.

The Successful Bidders should adhere to laws of the land and rules, regulations and guidelines/ advisories issued by the various Regulatory, Statutory and Government authorities, card schemes and especially the guidelines/advisories issued by RBI with respect to outsourcing and protection of SPDI (sensitive personal data or information) as per IT (Amendment) Act 2008 or any other applicable act/guidelines that are directly or indirectly related with the scope and requirements of the program. Selected bidder has to fulfill the requirement without any extra cost to the Bank.

Bank reserves the right to ascertain information from the banks and other institutions to which the bidders have rendered their services for execution of similar assignments. Such feedbacks from high ranking officials would also form part of Service Provider selection and any strong adverse comment/action about product or service would make the bidder ineligible for further assessment/processing.

3.2.2. Execution of Service Level Agreement (SLA)

The successful Bidder shall execute Service Level agreement with the Bank within Sixty days from the date of acceptance of Letter of Appointment/ Purchase Order.

Service Level Agreement, shall include overall terms of engagement, product level services, deliverables, clauses of confidentiality, non-disclosure, penalty, indemnity for violation of IPR, trade mark, indemnity and terms and conditions of the services to be extended, any other conditions as may be prescribed by the Bank etc.Scope of Service may be enhanced based on Bank's business needs/Regulatory requirement on an ongoing basis; and

The effective date of Agreement would be the date from which the services of the selected bidder will be operationalized/ date of first transaction under acquiring system. All the expenses related to execution of agreement including but not limited to stamp duty or registration of agreement shall be borne by the selected service provider.

3.2.3. Other terms and conditions

Bank of Baroda reserves the right to:

a) Reject any and all responses received in response to this RFP
b) Waive or Change any formalities, irregularities or inconsistencies in proposal format
c) Extend the time for submission of bids
d) Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality)
e) Select the next most responsive bidder if negotiations with the bidder of choice fail to

result in an agreement within a specified time frame.

f) Share the information/ clarifications provided in response to RFP by any bidder, with any other bidder(s) /others, in any form.

g) Cancel the RFP/Tender at any stage, without assigning any reason whatsoever.

h) Change the time schedule of the RFP for inviting the bids or evaluation thereof

i) Modify the requirements or any specifications related to eligibility or technicalities.

3.2.4. Escalation matrix

The selected bidders will have to submit the escalation matrix of their organization along with complete contact details. During the tenure of the contract, the substitution of key staff identified for the assignment shall not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the selected bidder can do so only with the concurrence of the Bank by providing other staff of same level of qualifications and expertise. However, the Bank reserves the right to insist the selected bidder to replace any team member with another (with the qualifications and expertise as required by the Bank) during the course of assignment.

3.2.5. Professionalism

The selected bidder should provide professional, objective and impartial advice at all times and hold the Bank's interests paramount and should observe the highest standard of ethics while executing the assignment.

3.2.6. Expenses

It may be noted that Bank shall not pay any amount/expenses / charges / fees / training / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses etc. other than the finally agreed price.

3.2.7. Indemnity

1. The successful bidder shall, at its own expense, indemnify, defend and hold harmless Bank of Baroda and its officers, directors, employees, representatives, agents and assigns from and against any and all losses and liability (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including attorney's fees and expenses) that may be occurring due to, arising from or relating to:

   i. A breach, non-performance or inadequate performance by the successful bidder of any of the terms, conditions, covenants, representations, undertakings, obligations or warranties under this RFP or subsequent agreement;

   ii. The acts, errors, representations, misrepresentations, willful misconduct or negligence of the successful bidder, its employees/agents in performance of its obligations under this RFP or any subsequent Agreement; or

   iii. Any deficiency in the services of the selected bidder or

   iv. Violation of any applicable laws by successful bidder, its agents, employees, representatives etc.

2. The selected bidder shall protect and save the Bank, its employees, agents etc. against all claims, losses, damages, costs, expenses, action suits and other proceedings, resulting from infringement of any patent, trade-marks, copyrights or any IPR of

hardware, software, application, utilities etc. used by the selected bidder and its employee / agents for providing services.

3. In the event of selected bidder not fulfilling its obligations under this clause within the period specified in the notice issued by the Bank, Bank has the right to recover the amounts due to it under this provision from any amount payable to the vendor.

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

5. Bank shall inform the selected Bidder of all known breaches and claims of indemnification and the selected Bidder/s shall be required at their expense to remedy the breaches, defend, manage, negotiate or settle such claims.

3.2.8. Dispute Resolution

Bank of Baroda and the selected bidders shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with this RFP and subsequent contract. If after 30 days from the commencement of such informal negotiations, Bank and the selected bidders have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to sole Arbitrator appointed by Bank and the award of the sole arbitrator shall be final and binding on the parties. The arbitration and reconciliation act 1996 and revisions, if any, thereof, shall apply to the arbitration proceedings and the place of the arbitration shall be at Mumbai.

3.2.9. Force Majeure

Notwithstanding the above provisions, the successful bidder shall not be liable for penalty or termination for default if and to the extents that delay on its part 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 beyond the control of the either party to the contract and not involving anyone's fault or negligence and not foreseeable. Such events may include, but are not restricted to, such as a war, strike, riot, crime, or an act of God/Nature (such as hurricane, flooding, earthquake, volcanic eruption, etc.), which prevents one or both parties from fulfilling their obligations under the contract. If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Selected Bidders shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

Notwithstanding above, the decision of the Bank shall be final and binding on the Selected Bidder/s.

3.2.10. Limitation of Liability

1. The Selected Bidder's aggregate liability in connection with obligations undertaken as a part of the project whether arising under this contract regardless of the form or

nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual.

2. The Selected Bidder's liability in case of claims against the Bank resulting from misconduct or gross negligence of the Selected Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

3. The 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 the selected bidder as part of this project.

3.2.11. Penalties and Liquidated Damages

1. Selected bidder shall be liable to pay penalty as defined in clause 4.17 of this RFP.

2. If the selected bidder fails to complete the due performance as per the RFP terms and subsequent SLA, Bank reserves the right to terminate the contract and recover Liquidated Damages which is 10 % of contract value.

3. Both the above Penalty and Liquidated Damages are independent of each other and leviable and applicable separately and concurrently.

4. The Penalty and Liquidated Damages are not applicable in case the delay is for reasons attributable to the Bank and Force Majeure. However it is the responsibility of the selected bidder to prove that the delay is attributed to Bank and Force Majeure. The decision taken by Bank in this regard shall be final and selected bidder shall not dispute the same.

5. If the Selected bidder fails to perform its obligation as per this RFP terms and subsequent SLA then Bank reserves the right to get the balance work executed by another vendor as per choice of Bank and non-performing Selected bidder shall be liable to bear the expenditure which Bank may incur for the execution of balance work and its completion.

3.2.12. Waiver

No failure or delay on the part of either party relating to the exercise of any right, power, privilege or remedy provided under this RFP or subsequent agreement/contract with the other party shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this RFP 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.

3.2.13. Governing Law

The bid and the subsequent Contract with the selected bidder/s shall be governed in accordance with the Laws of India and shall be subject to the exclusive Jurisdiction of Courts in Mumbai.

3.2.14. Compliance with laws

1. *Compliance in obtaining approvals/permissions/licenses:* The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this assignment 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 contract, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/officers/staff/personnel/representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default

or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

2. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court and arbitration awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

3.2.15. Set-off:

Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to set-off or adjust any amounts due to Bank under this RFP and subsequent agreements from selected bidder against payments due and payable by Bank for the services rendered, beside the amount of penalty and Liquidated damages. The provisions of this Clause shall survive the termination of this Agreement.

3.2.16. Violation of Terms

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

3.2.17. Authorized Signatory

The selected bidder shall indicate the authorized signatory/ies who can discuss and correspond with the Bank, with regard to the submission of bid and obligations under the contract, if selected.

The selected bidder shall submit at the time of submission of the bid, a certified copy of the extract of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company or a Power of Attorney copy to submit an offer, discuss, sign agreements/contracts with the Bank. The bidder shall furnish proof of signature identification for above purposes as required by the Bank.

3.2.18. Assignment

Neither the contract nor any rights granted under the contract Shall be sold, leased, assigned or otherwise transferred, in whole or in part, by the selected bidder/s, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the Bank.

Bank of Baroda may assign, in whole or in part, the rights, benefits or obligations of this RFP/ subsequent Agreements to any other person including but not limited to its subsidiaries/ affiliates, without the prior written consent of successful bidder/ Vendor. Such an act shall not affect the obligations of the selected Bidder under this project.

3.2.19. Audit and Inspection

1. The Selected Bidder/s shall allow the Bank, its authorized personnel, its auditors (internal or external), authorized personnel from RBI, other regulatory & statutory

authorities or their representatives to conduct the audit of the operations, applications, servers at DC (Data Centre) / DRC (Disaster Recovery Centre), documents, records any other information given to, stored or processed by selected bidder within a reasonable time and grant unrestricted right to inspect and audit the operations and records directly related to the services being provided under this RFP, failing which Selected bidder will be liable to pay any charges/ penalty levied by Bank/ RBI / statutory/regulatory body etc.

2. All records with the selected bidder/s with respect to any matters covered by this RFP shall be made available to the Bank or its designees 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. Bank would execute confidentiality agreement with the Selected Bidder/s, provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The scope of such audit would be limited to Service Levels being covered under this RFP and subsequent contract, which will be subject to the requirements of statutory and regulatory authorities. The Selected Bidder's records and sites managed for the Bank shall also be subject to Regulator/Bank inspection.

3. The Information security audit, PCIDSS audit, VAPT or any other relevant audit will be required to be conducted by the selected bidder as per industry standards without any extra cost to the Bank and results will have to be shared with the Bank.

The Bank may decide, at its discretion to additionally conduct these audits or any other by itself or through a third party.

The selected bidder will have to ensure rectification and compliance of the any of these audit observations on priority and without any additional cost to the Bank.

3.2.20. Non-exclusivity

The arrangement contemplated in this RFP is of non-exclusive nature and either Party is at the liberty to enter into similar contracts and arrangements with third parties in respect of the services contemplated under this RFP.

3.2.21. Publicity

Respondents, either by itself or through its group companies or Associates, shall not use the name and/or trademark/logo of Bank, in any sales or marketing publication or advertisement, or in any other manner. The Selected Bidder shall agree to make no reference to the Bank for the procurement of products and services stipulated hereunder or the agreement in any literature, promotional material, brochures, sales presentation or the like without the express prior written consent of the Bank.

3.2.22. Others

1. The selected Bidder at no point of time can excuse themselves from any claims by the Bank whatsoever for their deviations in conforming to the terms and conditions, payment's schedules, time frame for implementation etc. as mentioned in this RFP document. Selected Bidder shall be fully responsible for deviations to terms & conditions, project schedule etc. as proposed in the RFP.

2. The terms and conditions as specified in the RFP, addenda and corrigenda issued by the Bank thereafter are final and binding on the Bidders. In the event, the Bidder is not willing to accept the terms and conditions of Bank, the Bidder may, at sole discretion of Bank, be disqualified.

3. The Bidder represents and agrees to obtain and maintain validity throughout the Contract Period, of all appropriate registrations, permissions, licenses and approvals, which are statutorily required to be obtained by the selected Bidder for performance of the obligations under this RFP and subsequent agreement.

4. The Bidder covenants and represents to Bank, the following:

   a. It is duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation.

   b. It has the corporate power and authority to perform its obligations hereunder and to execute appropriate contracts in terms of this RFP. The performance of terms and conditions under the RFP by it and the performance of its obligations hereunder are duly authorized and approved by all necessary actions.

   c. The execution, delivery and performance under an Agreement by such Bidder:
      • 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.

   d. 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.

   e. To the best of its knowledge, after reasonable investigation, no representation or warranty by such party in this RFP and subsequent agreement, and no document furnished or to be furnished to the other party to this RFP and subsequent 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.

   f. The Bidder shall undertake to provide appropriate and adequate manpower as well as other resources such as hardware, software, application etc. required, to execute the various tasks assigned as part of the Contract, from time to time, if awarded.

   g. 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.

   h. Bank reserves the right to change/add any terms and conditions of the RFP by issuing addenda/corrigenda and putting it on Bank's website at any time prior to the deadline for submission of bids.

   i. If there are conflicting points in the RFP, the Bank reserves the right to take a position on the conflicting issue which will be binding on the Bidder any time during the period of contract. No appeal will be entertained.

   j. The selected bidder is responsible for managing the activities of its personnel and will be accountable for. The Selected Bidders shall be vicariously liable for any acts, deeds or things done by their employees, agents, etc. which is outside the

scope of power vested or instructions issued by Bank. Selected bidder shall be the principal employer of the employees, agents, etc. engaged by selected Bidder. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents etc. by the selected Bidder, for any assignment under the contract entered into under this RFP. All remuneration, claims, wages, dues etc. of such employees, agents, etc. of the selected Bidder shall be paid by selected Bidder alone and Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of selected Bidder's employee, agents, etc.

3.2.23. 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 Service Provider is not as per the prescribed time line, and found to be unsatisfactory.
- Supply of substandard materials/ services;
- Delay in delivery / installation / commissioning of services.
- If deductions of penalty exceeds more than 10% of the total contract price.

Bank may terminate this RFP or subsequent agreement on happening of following events:

- The Vendor 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 vendor and such appointment continues for a period of twenty one (21) days;
- The Vendor is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.

The vendor becomes the subject of a court order for its winding up.

Notwithstanding above, in case of change of policy or any unavoidable circumstances Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Vendor at least 90 days prior notice in writing.

After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another vendor of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to make alternative arrangements. This clause is applicable, if for any reason, the contract is cancelled.

The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.

The bidders agree and undertake that an exit by the selected bidder at any point in time resulting due to termination of this Tender and subsequent Agreement for any reason whatsoever would be a time consuming process over a period and only after completion of the Vendor's obligations under a transition mechanism. During this period of Transition, 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 Tender and subsequent Agreement, Bank shall have no further obligation to pay any fees for any periods commencing on or after such date.

Without prejudice to the rights of the Parties, upon termination or expiry of this Tender and subsequent Agreement, Bank shall pay to Vendor, within thirty (30) days of such termination or expiry and date of receipt of clear undisputed invoice whichever is later, all the undisputed fees outstanding till the date of termination;

Upon the termination or expiry of this contract and subsequent Agreement, the rights granted to Vendor shall immediately terminate.

The Bank may at any time terminate the Contract by giving written notice to the bidder, if the bidder declares bankrupt or otherwise insolvent. In this event, termination will be without compensation to the bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

3.2.24. Effect of Termination

The Bank expects the benefits from any un-anticipated decrease in supply or service costs over the term of the contract due to reduction of prices, efficient use of IT infrastructure / reduction of statutory charges, to be passed on to bank through re-negotiation. No conflict between the Selected Bidder and the Bank will cause cessation of services due to this. Only by mutual consent the services can be withdrawn. This would include a transition mechanism, which would normally require 3 to 6 months for migrating to alternate Service Provider.

Notwithstanding termination of the contract in whole or in respect of any part of the Services for any reason, the contract continues in force to the extent necessary to give effect to those of its provisions which expressly or implicitly have effect after termination; and

Where Bank terminates any Part of the contract, the parties shall continue to perform their respective obligations under the contract in respect of other parts where there has been no termination.

In the event of partial termination, amounts will be payable for portions of the supplies/ services not terminated and being provided by the selected vendor after partial termination. However, this payment will be made after providing the supply /services as per the payment terms.

Section 4: Eligibility Criteria, Scope of Work, Evaluation Methodology, Period etc.

4.1. Eligibility Criteria

Bidder must comply with all the eligibility criteria. Non-compliance of any of the criteria will result in rejection of the offer summarily. Attested photocopies of relevant documents / certificates/ proof of experience etc. should be submitted as support of the claims made. The Bank reserves the right to verify / evaluate the claims made by the bidder independently.

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 Rs 3 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 should be a profit making entities (profit after tax) for the last three years i.e., 2016-17, 2017-18, 2018-19. OR The Vendor must have a positive net worth in each of the last two financial years 2017-18 and 2018-19**. ** Net worth is to be calculated as: Capital Funds (Paid up Equity Capital + Paid up preference Shares + Free Reserve) – (Accumulated Balance of loss + Balance of deferred revenue expenditure + Other intangible assets)	Copy of the audited balance sheets of the company showing profit/loss/of the company should be submitted.
4	The solution proposed by the Bidder should be certified by NPCI for implementation in any bank in India.	Copy of the purchase / work order and Certificate of satisfactory completion and management of the work including integration with NPCI on behalf of any Bank.
5	The bidder should not have been blacklisted by any IBA/ NPCI/ MoRTH/ NHAI/ IHMCL/ Govt. of India / Govt.agency/PSUs Bank(s)/Financial Institutions in India in the past as on RFP submission date.	An undertaking to this effect must be Submitted on company letter head duly signed & stamp. (Annexure - H)
6	The Bidder should own the intellectual property rights of the NETC acquiring payment solution product or should have rights from the owner , If not, the Bidder should have in place proper tie ups, commercial agreements, authorized implementation partnership for deployment / customization of software with the product whose software products are offered.	Self-Declaration from the Bidder and an authorization letter from manufacturer (OEM) 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 NETC

		acquiring payment solution meets the technical specifications prescribed by National Payment Corporation of India (NPCI).
8	Integrity pact	Vendor should submit Integrity pact as Annexure - E 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 NETC Acquirer program 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	Bidder should have both primary Data Center and DR center with full back up arrangement within the geographical location of India. The facilities 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 NETC Acquirer System 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	Bidder should have necessary infrastructure 24 X 7 for providing timely support and attending to customer queries, grievances and any dispute arising out of the NETC Acquirer business. Bidder should be able to deploy resources for customer care for key Indian languages	A declaration to this effect has to be submitted by the Bidder.
17	Solution offered must be owned by the Bidder and must have its IP rights.	Undertaking of IP Rights to be submitted.
18	The bidder shouldn't have any security incident or information security incident assigned to their hosted or deployed system in last 3 years of operation.	A declaration to this effect has to be submitted by the Bidder on its letter head. Bank may at its discretion require specific certificate at a later date.

19	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.
20	Bidder should also have internal control and audit measures in place.	Copy of latest Audit report from external auditor to be submitted in this regard.
21	Reference site details for existence of NETC acquirer solution implemented by Bidder	Reference letter from Organization where Solution Deployed, implemented and running successfully.
22	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.

Please note that the eligibility criteria mentioned in this section are only indicative and Bank, at its discretion, may alter these criteria without assigning any reasons.

Note:
a. Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily.
b. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made. Bank of Baroda reserves the right to verify /evaluate the claims made by the bidder independently or by virtue of a third party. Any decision of Bank of Baroda in this regard shall be final, conclusive and binding upon the bidders

Once the bidders qualify the eligibility criteria, they will be eligible for the Technical Bid Evaluation. Offers received from the bidders who do not fulfill all or any of the above eligibility criteria are liable to be rejected.

4.2. Scope of Work and Deliverables:

This RFP has been published to invite and engage capable vendors to implement an operational and technical solution serving the stated requirements as mentioned in the Scope of Work. The proposed NETC Management solution as acquirer should integrate with various stake holders viz, Toll operator / Concessionaire / any other entity based on use case of FASTag, National Payment Corporation of India (NPCI) for smooth operationalization. The platform should have the capability to manage services, user experiences and integration of various core & allied systems of Acquiring in NETC management, NPCI as a settlement agent, and Bank to be able to provide a consistent controlled and seamless service to the Toll operator / Concessionaire / any other entities who are willing to collect payments through FASTag / RFID tags

4.2.1 Business Functionalities:

1. The selected vendor is required to integrate their systems with toll plaza operators for the purpose of acquiring transactions happening on the NETC lanes and also for any other Use cases where FASTag is used as payment instrument. They would also integrate their system with NPCIs NETC system [NETC Switch and NETC Mapper], System identified to handle use cases where FASTag is used as payment instrument to facilitate the toll fare/ charges calculation as well as transaction processing.

2. This solution should cover the following components of the entire transaction life cycle for NETC transactions initiated at the Toll Plaza Server and should send to the Acquiring Host, which then gets processed through the NETC System.

3. The selected vendor should undertake the following roles and responsibilities.
   a) To integrate with Toll Plaza System / Entities identified for Parking charges payment, Fuel Refilling, any other FASTag use cases and NETC System.
   b) To coordinate with toll plaza operators and to deploy the acquiring host, that includes installation and management of NPCI and/or issuer bank public keys, adequately protected for integrity. The proposed vendor will provide necessary infrastructure / processes which are required for successful implementation. The host should support both online and offline means of communication with toll plaza operators (preferably online). The vendor system shall support both Batch transactions processing as well as API based transactions processing.
   c) The vendor should have systems which are feasible to support primary and secondary systems to ensure connectivity with multiple endpoints.
   d) Should be capable of processing payment transactions to make payment to toll plaza operators for the processed transactions as per NPCI / NHAI / MoRTH /IHMCL specified guidelines.
   e) While participation in any RFP/ RFQ floated by State authorities/ IHMCL/NHAI/ Municipalities/ Regulator for acquiring business, the Scope mentioned by the authorities shall have to be adhered and adopted in the vendor's Acquirer system.
   f) Should be capable to transmit the completed transaction records to the issuer in order to obtain the settlement with in TAT.
   g) Should be capable to send all the transactions which are executed at the lane controller to NETC system i.e. successful, fail, decline NETC.
   h) Should be capable to keep the image files provided by the toll plaza operators [i.e. AVC profile, Vehicle Image NETC] for a MINIMUM period of one year.
   i) Should manage the business rules relating to toll fare calculation and share the of exception list, Local exemption list (discount file list) with toll plazas.
   j) Should share vehicle class discrepancy (i.e. mismatch between AVC and mapper vehicle class) and exempted vehicle transaction details with toll plaza.
   k) The vendor needs to assist the disputes raised by Issuers or toll plaza operators. The vendor is responsible for the resolution of disputes as per the applicable TAT.
   l) Should provide support helpdesk to Toll plaza operator by means of toll free numbers.
   m) Reconciliation should be performed on daily basis with Toll plaza operator, NETC system data and other party involved in Acquirer business. Related support/ files pertaining to Reconciliation/ transactions/ reports shall have to be provided by bidder.

4.2.2 Integration with Toll Plaza system:

The toll plaza servers will process the transactions in the specified format and send it to the acquiring host system for toll fare calculation and transaction processing. The communication between toll plaza server and the acquirer host can be either online/ API based or offline/ Batch wise (preferably online) depending on the network connectivity available at the toll plaza. The processing mostly covering interoperability needs to be carried out depending on availability of connectivity. The specifications and processes defined by NPCI / NHAI / MoRTH / IHMCL / any other state authority and other statutory authority should be adhered to.

4.2.3 Integration with NETC System:

1. The selected vendor will integrate their host system with the NETC system (NETC Switch and NETC Mapper) hosted by NPCI. The vendor has to ensure the transaction data is in the specified format as defined by the NETC System interface specifications.

2. The acquiring host system should contain the business rules for toll fare calculation. On receiving the transaction information from the toll plaza server the acquirer host will check the tag status from the NETC Mapper, calculate the toll fare based on vehicle class received from NETC mapper and present the transaction messages to NETC switch for further processing.

3. The specifications and processes defined by NPCI / NHAI / MoRTH /IHMCL any other state authority and other statutory authority should be adhered to.

4.2.4 Online Transaction Processing:

1. The System should support both online and offline means of communication with toll plaza operator for Transaction Processing. It should send all transactions which are executed at the lane controller to NETC system i.e. successful, fail, decline etc. Keep the image files provided by the toll plaza operators [i.e. AVC profile, Vehicle Image etc.] for a period of one year.

2. The vendor should manage the business rules relating to toll fare calculation - Check tag status from Mapper. Acquirer host fetches vehicle class, vehicle registration number, tag status & issuer bank ID. The acquiring host system has to be configured with the applicable toll fare calculation business rules for the acquired toll plaza. The business rules might consists of:-
   a) Standard fare rules – This includes the rules for calculating toll fare as per the Bank of Baroda standard fare defined for the vehicle class.
   b) Exemption rules – This includes different types of concessions which will be regulated by one or more exemptions applicable for the toll plaza like Local resident exemption, applicable discounts or concessions on purchase of monthly pass,. Distance based toll fare discount or concessions etc.

3. The standard and exemption rules are defined by the toll plaza operator (as per the norms stated by concerned authorities). The acquiring host should support all such business rules defined by the toll plaza operator existing or new as and when stated by concerned authorities at no extra cost to bank..

4. Transaction Settlement – The vendor should undertake end-to-end transactions and settlements within defined TAT. The necessary files viz. TTUM, settlement etc should be submitted as per TAT to enable Bank to settle the accepted toll fare to toll plaza operator for processed transactions.

5. Violation Management - Acquiring System should have provision to process the violations (due to Vehicle Class Mismatch) raised by the Toll Plaza. System should have a mechanism to audit the supporting Images of Violations and raise a Credit or Debit Adjustment based on the actual class.

6. Exception list - Acquiring host should be able to receive the exception list, exemption list from NETC through both offline and online channels. The acquiring host system has to synchronize the exception list with the toll plaza server. The acquirer can get the exception list using one of the following methods or as defined by NPCI and any statutory authorities.
   a) The acquiring system should periodically fetch the latest exception list from the NETC System and send the same to toll plaza server every 10 minutes. The Toll plaza server will update this exception list to lane controllers within 10 minutes of its receipt.
   b) The acquiring system should also have an option to download the exception list from the SFTP server.
   Exception list types:

a) Blacklist: A blacklist is a list of tag ID which will not be accepted at toll plaza. The government authorities can request Service Provider or acquirer toll/remove the tag ID in the blacklist.

b) Low Balance List/Grey list: If the balance in the customer" s account linked to the tag comes below a threshold limit, that Tag ID will be added to this list and the notification is sent to the customer for low balance. This list will be provided by the Service Provider.

c) Exempted Vehicle Class List: Unless otherwise stipulated, no toll fare will be charged for the vehicles that come under this category as defined by the respective authorities from time to time. Few examples can be, as VVIP convoy, Ambulance, Fire brigade, Police Vehicle.

7. Transaction Reconciliation – Acquiring host should perform transaction reconciliation on daily basis with Toll Plaza operator data and send the report. Acquiring host should also perform the reconciliation with NETC system data and identify the discrepancy transactions. Acquiring host should settle all the transactions which are accepted by NETC system.

8. Dispute Handling – Acquiring host should provide dispute resolution tool with Toll plaza operator. System should able to access NETC EGCS offline system to raise and track any disputes raised by Issuer bank as per the dispute life cycle. System should synchronize dispute status which is received from NETC EGCS system.

9. The vendor system should carry out the transactions as detailed in NPCI document. The clearing and settlement process along with the transaction life cycle will be as per NPCI documents released from time to time

4.2.5 Helpdesk for Toll Plaza Operator:
The vendor should provide helpdesk or toll free services to toll plaza operator for resolving any issues pertaining to NETC Transaction. The vendor and the toll plaza operator should mutually agree upon a process to handle the service request. It is the responsibility of the vendor to ensure all the transactional conflicts are resolved for the toll plaza operator as per TAT.

4.2.6 Pass Management:
a) Pass management shall be managed by the Acquiring system as per the process defined by NETC System Guidelines. The vendor has to provide a front end module which will be used at Toll Plaza for Pass Issuance. The amount for the Pass may be collected using Cash or any other Payment mode mandated by the Bank.

b) The Front end module should also have the capability to check for Exceptions if any and also if it is a Valid Tag for Pass Issuance.

c) The System shall be capable of managing the local vehicles monthly passes.

4.2.7 Web Portal interface:
1. The vendor should provide web-based and Mobile app based interface for concessionaires (Toll Plaza operators) / Bank to perform the following operations.
   a) Check Transactions/files status,
   b) Reconciliation information
   c) Settlement details
   d) Issue Passes
   e) Blacklist a tag
   f) View Tariffs/Vehicle Class/Lanes information
   g) Check vehicle status from NETC mapper
   h) Generate NETC-related MIS reports (Revenue reports, Traffic reports, lists of blacklisted vehicles etc) concerning their toll plaza.
   i) Enter and authorize toll tariff tables applicable to their plaza.

    j) SFTP Files Monitoring
    k) Portal access to Toll plaza SI
    l) User Management, Portal related issue troubleshooting and resolution shall be provided by bidder.
    m) Various reports format and UI shall be configurable as well as provided by Vendor as and when required by Bank/ Toll Plaza/NPCI/RBI/MoRTH/IHMCL/ Govt of India Departments.

2. The whole solution should be hosted with proper high availability and 100% DR replica. The DC and DR Infrastructure shall be located in different locations/ States within India in non-seismic zone. The RPO (Recovery Point Objective) and RTO (Recovery Time Objective) shall be ZERO and Negligible respectively for application as well as database. The Failover and Failback shall be automated.

4.2.8 Technical Requirements:

1. The On-boarding of Toll Plazas, internal testing, POC Testing and Certification, actual testing with physical test tags at plazas, On-boarding and migration activities at toll plaza as per the standards defined by NPCI/IHMCL should be carried out by Bidder.

2. The technical requirement for Acquiring system for NETC will be governed by the Technical specifications and processes as defined by NPCI / NHAI / MoRTH / IHMCL or any other statutory authorities.

3. As per specifications defined by NPCI, the vendor should submit detail diagram, data flow information, security maintenance etc for Bank"s use. End to End management of the solution should be covered by the vendor

4. The vendor should submit declaration that the NETC acquiring system proposed is fully compliant with NPCI / NHAI / MoRTH / IMHCL/any other State Authority specifications.

5. The vendor is required to go through NPCI / NHAI / MoRTH / IMHCL / Any other State Authority documents on NETC acquiring and should comply with all technical and functional requirements. The new or modified functionalities shall be incorporated in the Acquirer system without any extra cost to Bank.

6. The proposed system should be able to facilitate IS Audit / any other system Audit requirement of the Bank / Regulatory Authorities. The selected Vendor shall provide unrestricted access to its premises and records being maintained with regard to the job being performed as per its contract with the Bank, to the authorized personnel of the Bank Its auditors (internal and external)/ any statutory / regulatory authority / authorized personnel from RBI to carry out any kind of process audit including that of its operations and records (including making available the copies of the same) related to Acquirer Business in the presence of representatives of the Successful Bidder, at any point of time.

7. The proposed solution should be able to facilitate other use cases of FASTag such as Parking / Fuel / Fine and Challans etc on CUG / Interoperable basis.

4.2.9 Help Desk Requirements:

A 24x7, 365 days per year, robust online customer / Toll operator support facility for all sorts of acquiring related queries. The expected time of resolution should be average 5 minutes (or as desired by the Bank time to time) per call for all kinds of acquiring related problems. Escalation process should be in place for unresolved issues, Vendor support staff should be well trained to effectively handle queries raised by the customer / employees etc. Vendor should have ability to generate MIS reports periodically for example: Volume of calls / per day, resolution % per day etc. Help desk should support all issuing and Acquirer queries.

4.2.10 MIS Report Generation requirement:

1. MIS should support extensive and detailed reporting.

2. All types of reports (to be defined with selected vendor) should be generated easily.

3. Supports Business Intelligence (BI) Charts for ease of understanding.

4. The reports may be categorized in following types:
   a) Operational Reports
   b) Traffic Reports
   c) Statistical Reports
   d) History Reports
   e) Business Intelligence Charts
   f) Any Regulatory Reporting
   g) Any new report creation/ changes to existing reports shall be provided as per requirement of Bank.

4.2.11 Performance and Scalability Requirements:
1. Highly scalable application, should be capable of handling very high-volume acquiring transactions.
2. The System (Application, Database, Network equipment) uptime shall be maintained above 99.99%. In case of any deviation justification/ Root cause analysis shall be submitted by vendor.
3. The Vendor is required to obtain required licenses without any cost to the Bank.

4.2.12 Regulatory / Compliance Requirements:
1. Service provider need to adhere to the compliance requirement and maintain the integrity of NETC payment system. The compliances, not limited to following, are brand compliance, certification compliance, Toll Plaza System management, third party compliance, vendor compliance etc. Service provider also need to adhere to compliance guidelines issued by RBI, NPCI, IHMCL/NHAI/BANK etc. from time to time.

2. The vendor will be responsible for ensuring compliance with any privacy related regulations of the government which includes sharing of NETC transactions information with any third party. Also, responsible for payment of all Government taxes related to the NETC project etc.

3. Acquiring host has to adhere to the CCH specifications [Interface control document (ICD 2.4, 2.5 and any other version to be released in future) defined by IHMCL/NHAI] for processing and acquiring of the toll transaction.

4. Acquirer should ensure the correct implementation /configuration / revision of the business rules for the calculation of the toll fare.

5. Bank will carry out KYC checks as stipulated by RBI and other regulatory bodies before registering Toll plazas for accepting toll payments using NETC.

6. The Service Provider should honor all the eligible NETC transactions which are received from NETC System within the time stipulated by NPCI / NHAI / statutory bodies.

7. The Service Provider should send the transactions details (SMS & E-Mail) to the merchant (Toll Plaza) for each and every transaction or as decided mutually with Toll plaza operators, bank and the selected vendor. The transaction details should contain Toll Fare Amount and Date & Time etc. It should also provide a consolidated Report to the merchant (Toll Plaza) with details of all the transactions on at least T+1 day, where "T" denotes the date of transaction at Toll Plaza

8. Prohibition to use NETC Logo/Trademark/Network

9. Upon termination, the Service Provider should abstain from further use of the NETC Trademark/Bank name etc. with immediate effect. Failure to comply with the same could invite legal proceedings. The public as well as private keys used for operating the NETC system shall be handed over to Bank on termination.

10. If the Bank is suspended from NETC membership, the Service Provider would also be deprived of the privilege to use the NETC Network for any transactions in respect of the Bank.

11. Service Provider shall not disclose any information regarding the NETC network or any knowledge gained through participation in the NETC network to outsiders. Failure to comply with the same would be treated as breach of trust and could invite legal penalties.

12. Ensuring that the solution provided is end to end safe & secure.

13. The offered solution should have built in feature of encryption and protection from MIMA (Man-In-Middle-Attack).

14. Audit of Web APIs or SDK be done before Go-Live through CERT-IN Empanelled Information Security Auditor.

15. Customer information shared by Bank, for customer identification shall be encrypted at rest.

16. The vendor should submit certificate to the Bank that their application is developed as per latest OWSAP guidelines and is free from bugs or errors.

17. VAPT/DLA infra audits, if deployed for the Bank (as applicable).

18. Vendor shall comply with the Bank's information or cyber security guidelines or any other guidelines issued by RBI at no extra cost to bank.

19. Background check certificate of the teams deployed, if any at Bank's end should be submitted to Bank.

20. The vendor should have DRS facility of the entire infrastructure with maximum failover time of thirty (30) minutes within which the DRS facility should become fully operational in case of failure of DC. The DRS facility should be located in different latitudes/non seismic zones.

21. Bank at its sole discretion, at any point of time during the contract period, may choose to add/remove other services to the scope of the existing NETC program and the associated contract based on the performance of the Bidder.

22. In case of any takeover/ merger etc. the bidder company shall inform the Bank within 15 days of takeover/ merger in the form of written notice.

23. Carry out the roles and responsibilities Procedural Guidelines National Electronic Toll Collection Network 2016 version 1.7 issued by NPCI and amended suitably from time to time.

24. Ensure implementation of latest version of Interface Control Document (ICD 2.5 or latest) i.e. at acquired toll plaza.

25. Policy document shared by IHMCL vide letter ref: - IHMCL/ETC/Plaza Policy/2018 dated 18.01.2019.

26. Other relevant circulars/guidelines under NETC program such as Plaza Allocation Guidelines, SLA for member banks, etc.

27. Any other Circulars, Note or Guidelines of NHAI/IHMCL thereafter pertaining to acquiring services.

4.2.13 Security Requirements:

1. All security and regulatory measures should be adopted as per NPCI / NHAI / MoRTH / IHMCL or any other statutory authorities.

2. The Vendor should comply with Bank's Information Security policy and audit requirements including the following:
   a) Responsibilities for data and application privacy and confidentiality
   b) Responsibilities for customer personal data sharing privacy and confidentiality
   c) Responsibilities on system and software access control and administration
   d) Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor
   e) Physical Security of the facilities
   f) Physical and logical separation from other customers of the Vendor
   g) Incident response and reporting procedures

4.2.14 Training and Handholding:

1. Vendor shall train designated Bank of Baroda Bank officials on the configuration, operation / functionalities, EGCS training, maintenance, application architecture and components to Bank identified staffs / parties/ agencies at no extra cost to Bank.

2. The Vendors are requested to indicate the optimum number of days / hours required for both Technical and User level training programs.

3. Every time the software version is upgraded and/or additional features are added training has to be imparted to the Bank's IT team and users at no extra cost to Bank.

4. The training should be provided without any additional cost to the Bank.

5. Whenever new Toll plaza is acquired by Bank, Vendor shall provide the end-to-end support / handholding to the Bank/ Its agent/ representative during initial 3 months.

**The above requirements may undergo change as per the NPCI/NHAI/Bank norms. The Successful Bidder has to implement the changes without any additional cost to the Bank.

4.2.15 Other Use Cases/ Requirements:

1. The NETC toll payment through FASTag will be primary requirement which the bidder has to provide.
2. The other use cases / Systems where Payment through FASTag is required to be processed by the NETC acquirer system should be facilitated by the vendor without any additional cost of any kind to Bank.
3. The factors mentioned above for NETC should be applicable to the new use case/ requirement.
4. The mandatory as well as non-mandatory requirements which are for business development or are requirement mentioned by NPCI / IHMCL/ NHAI / MoRTH/ RBI shall be facilitated by vendor without any additional cost to Bank.

4.2.16 New Customization categorization:

Bank may be on-boarding new parties on the Acquirer Business like Toll plazas/ Parking areas/ Fuel station/ any other use cases. There will be good competition in the market. To cope up

with the competitors or to be at par with them and to retain/ canvass the customers, Bank may have to provide some additional benefits to the parties to whom the acquiring business will be provided. There may be specific requirement from these parties. Bank and Vendor shall categorize the customization requirement broadly into below mentioned category,

1. Business Development customization
2. Customization based on market requirement
3. Customer centric or retention customization
4. Regulatory requirement
5. Bank specific requirement

Customization with are categorized as 1, 2, 3, 4 & 5 shall be performed by Vendor without any cost to Bank. For customization categorized under point no 5, Bank shall discuss with vendor over the customization cost separately.

4.3 Hardware / Software:

The vendor must guarantee that all the Hardware/Software used for this project is technologically up-to-date with latest security patches from time to time. In the case of software, the vendor should guarantee that the software used for this project is legally obtained.

Bank shall have the rights to perform VAPT (Vulnerability Assessment and Penetration Testing) of the application/ API/ Servers from time-to-time.

4.4 Database:

a. Migration : The Data should be in restorable format. The migration activity will be sole responsibility of the successful Bidder. In case of end of tenure of the bidders agreement pertaining to NETC Acquirer solution with Bank, Bank holds the discretion to change or retain the NETC acquirer vendor. In case Bank opt to change the vendor, the data of the bidder's acquirer system shall be handed to Bank for migration to the new appointed vendor. In case of any handholding/ support required from bidder, the same shall be extended at no extra cost to Bank.

b. Storage: Should have the capacity to effectively and efficiently store the data about the customer, transactions history, etc. The Bidder should use a stable and secured solution and maintain all sensitive data as per security protocols of the Bank.

c. Back-Up: Bidder should maintain Bank's data in secured dedicated servers and should have Disaster Recovery Site. Bidder should submit Business Continuity Plan (BCP) to the Bank with timelines for recovery and renew availability of the services to customers.

d. Software/Hardware Upgrades: Program Management should be smooth which should factor hardware/software maintenance (scheduled or otherwise), network and support related dependencies to ensure system availability and convenience to customers. All the software used by the Bidder should be licensed/authorized software.

e. DC-DR drill: Vendor shall carry out the DC-DR drill to ensure that the both sites are operational to avoid any disconnect in Business due to any un-avoidable circumstances. The DC and DR Infrastructure shall be located in different locations/ States within India. The RPO (Recovery Point Objective) and RTO (Recovery Time Objective) shall be ZERO and Negligible respectively for application as well as database. The Failover and Failback shall be automated.

4.5 Fraud Detection:

Bidder shall also provide audit trail as mentioned below:

a. Audit trail of member activity within the proposed software.
b. Audit trail should be accessible from outside of the proposed software and should be available to the Bank on request.

c. Provision for Audit information to be fed back to Bank
d. Provision for maintaining audit trail information for member journeys/ transactions/ channels.
e. Bidder should have automated real time fraud detection alerts, reports and triggers driving consequential actions.

4.6 Delivery Period:

The delivery of End-To-End Implementation and Management of NETC Acquirer system on Revenue sharing Model must be implemented within 6 weeks from the date of acceptance of Purchase Order.

4.7 Evaluation Methodology

Opening of bids:-

➢ Opening of Eligibility cum Technical bid

a. The Eligibility cum Technical bid shall be opened in the presence of Bidders as mentioned in "Schedule of Activities". The Bidder's representative may be present during the bid opening at our office address mentioned above well in time along with the authorization letter from their Company and those who are present shall sign a register evidencing their attendance. Only one representative per bidder is allowed.

b. If any of the Bidder or all Bidders who submitted the RFP are not present during the specified date, time and venue of opening, it will be deemed that such Bidder is not interested to participate in the opening of the Bid/s and the Bank at its discretion will proceed further with opening of the eligibility cum technical bid in their absence.

c. Bank however reserves the right to change the date & time for opening of Eligibility cum Technical bid without assigning any reason whatsoever. In case there is a change in the schedule the same will be intimated to the Bidders by putting up on the Bank's website for enabling them to be present during the Bid opening.

➢ Opening of Commercial bid

After eligibility cum technical bid evaluation is completed, Bank will open commercial bids of eligible and technically qualified bidders only in presence of technically qualified bidders' representatives who chose to attend. The date of opening of commercial bids will be intimated to the Bidders who have been successful in Eligibility cum Technical Bid evaluation.

Evaluation of Bids:-

The evaluation/selection process will be done with **combination of eligibility, technical competence and commercial aspects** as detailed here below.

Step 1 – Eligibility Evaluation: Step 1 will be to ascertain the eligibility of the vendor/service provider/system integrator/lead bidder to bid for the project. Only those bidders who fulfil the minimum eligibility criteria mentioned in Annexure A. will proceed to the next step.

Step 2 – Technical Evaluation: The evaluation of functional and technical capabilities of the bidders of this RFP will be completed in this step. The technical proposals only will be subjected for evaluation at this stage. The bidders scoring less than 70% marks (cut-off score) in the technical evaluation shall not be considered for further selection process. Once the evaluation of technical proposals is completed, the bidders who score more than the

prescribed cut-off score (70%) will only be short listed. **In case, none of the participating bidders qualify on technical criteria and reach or exceed the cut-off score of 70%, then the Bank, at its sole discretion, may qualify three bidders on the basis of the top 3 scores, subject to the condition that the score difference between the top scorers is not exceeding 5%.**

Technical bid evaluation methodology that Bank of Baroda would adopt is given below:
   a) The functional and technical requirements are in a form of a table which is given as Annexure C, which contains the required functionality features.
   b) The Bidder should provide their response to the questionnaire in the column —Response.
   c) The response should be as per the Table given below:

Scale	Description
S	**Standard:** Required features readily available and to be provided by the bidder. The proposed solution offered should have at least 75% of the requirement as readily available.
C	**Customization Required:** The bidder will provide the customization within the time schedule of the Implementation of the solution at no extra cost to the Bank.
U	**Unavailable:** Functionality is not available and will not be provided by the bidder.

Basis of Evaluation:
   a) Each section in the functional & technical requirement mentioned in Technical evaluation matrix carries marks as mentioned against them.
   b) Marks will be allotted against the responses to each of the point mentioned as per the following marking pattern:

Points	Description
5	S- Standard Feature
2	C-Customization Required
0	U- Unavailable

The Technical Bid / Scope of the Work submitted by the Bidder will be evaluated based on the Scope of work, terms and conditions of the RFP. Detailed technical evaluation will include, scrutiny of company profile and technical information submitted as per Technical Evaluation matrix/ format, proposed software/service solution, system demonstration of proposed solution, Proof of Concept (POC), reference calls etc. The Bidder may highlight the noteworthy/superior features of their solution. The Bidder will demonstrate/substantiate all or a few of the claims made in the Technical Bid to the satisfaction of the Bank, the capability of the solution to support all the required functionalities at their cost in their lab/office/in any other organization where solution is in use. The Bidder should use their own tools/utilities/simulators to demonstrate the features laid in the RFP/evaluation criteria.

Step 3 – Commercial Proposal Evaluation:

Prices should be quoted only in vendors share in percentage and no other method of quote will be accepted.
The commercial proposals of technically short listed bidders will then be opened and evaluated for completeness. Bidders who are desirous and have the capability to provide 'Marketing support' shall fill both Option A and B in the commercial proposal however, it is mandatory to fill Option A

Various stages of technical evaluation are presented below:

1. Paper evaluation based on response
2. Demo of System(s), services – actual demonstration of System(s) and not just PPT presentations
3. Site visits to bidder's locations where solution is already functional/implemented, including DC/DR, call centre, operations centre etc.
4. Oral presentations and clarifications given to Bank's evaluation team
5. Arriving at the final score on technical proposal

At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP. Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.

Commercial Bid Evaluation Criteria

It may be noted that commercial bids will be subjected to following evaluation process.

Based on the technical evaluation criteria, each bidder will be given certain marks. Only those bidders scoring 70% (70 marks out of 100) or above in the technical evaluation will be short-listed for commercial evaluation.

In case only one participant gets 70% or more score, then the next highest scoring bidder may also be selected for commercial evaluation at the sole discretion of the Bank.

In case none of the participant bidders scores more than 70% marks in the Technical Evaluation, the commercial bid of only top 3 bidders on the basis of technical evaluation will be opened and the one having the "least price" will be invited for further negotiation of the contract.

Nominal quote provided by the bidder will be discounted as per the formula given below.

A comprehensive **"Score (S)"** will be arrived at after considering the nominal commercial quote and the marks obtained in technical evaluation with relative weights of 30% for commercials and 70% for technical. The bidder with the highest score will be declared successful.

Computation Methodology for arriving at "Least Price / Least Quote":

1. Cut – Off score for technical bid (70% marks or the top 2 scorers in case none of the bidders reaches the cut-off).

2. "Score (S)" will be computed for all bidders having technical score of 70% or more.

3. In case there is only one bidder having technical score of 70% or more, the next highest technical scorer will be considered subject to the fact that the inter se score difference does not exceed 5%. In case, no bidder is having score of 70%, Bank may, at its discretion, take up 2 top scoring bidders, having technical score difference not exceeding 5%, on technical evaluation and compute the "Score" as per the table below

Bank will give 70% weightage to technical score while comparing the commercial quote. The procedure is as under:
A 'Score (S)' will be calculated for all qualified bidders using the following formula:

$$S \equiv \frac{C_{low}}{C}X + \frac{T}{T_{high}}(1-X)$$

Where C stands for nominal price quoted, C_{Low} stands for the price quote of the lowest nominal bid. T stands for technical evaluation score and T_{High} stands for the score of the technically highest bidder. X is equal to 0.3.

Example:

S.No.	Bidder	Technical Evaluation Marks (T)	Nominal Bid Price (C)	(C_{Low} / C) * 0.30 (rounding to four decimal points)	(T / T_{High}) * 0.70 (rounding to four decimal points)	Score (S) (rounding to four decimal points)
1	ABC	95	75	0.7867 * 0.30= 0.2360	1.00 * 0.70 = 0.70	0.9360
2	XYZ	87	65	0.9077 * 0.30= 0.2723	0.9158* 0.70 = 0.6411	0.9134
3	UVW	85	59	1.00 * 0.30= 0.30	0.8947 * 0.70 = 0.6263	0.9263

In the above example, ABC, with the highest score, known as, "least price" becomes the successful bidder

a. All deliberations and evaluations performed by Bank will be strictly confidential and will be maintained as property of Bank exclusively and will not be available for discussion to any respondent of this RFP.

b. Bank reserves the right to modify/ amend the evaluation process at any time during the Bid process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. Any time during the process of evaluation, Bank may seek specific clarifications from any or all Bidders. Any decision in this regard by the Bank shall be final, conclusive and binding on all the Bidders.

c. Bid will be evaluated by a Committee of Officers/Executives of the Bank. If warranted, the Bank may engage services of external agency/consultant for evaluation of the bid. It is Bank's discretion to decide at the relevant point of time.

d. If the commercial quote is incomplete either for not providing quote for required services, it shall be presumed that the services shall be provided without any additional cost to the Bank. The Bank may, however, in its absolute discretion disqualify a bidder whose commercial quote is found to be incomplete. If it is found at any stage (before or after selection) that there is a calculation (addition, subtraction, multiplication or division) mistake, then the final totaled price, notwithstanding the mistake, shall be considered as the offer price for evaluation. However, the price payable shall be the lower of the "correct total" and "incorrect total".

e. If the Bidder does not accept the correction of such errors as per the above criteria, their bid will be rejected and the EMD will be forfeited.

f. The Technical Proposal submitted by the Bidder will be evaluated as per the criteria specified mentioned below:

Technical Bid Evaluation Criteria:
Technical Evaluation Part 1:

Evaluation Parameter	Response (S/C/U) where, S=5 Marks, C=2 marks, U=0 marks
A. Experience • Previous experience of working with banks implementing similar size project (NETC end-to-end acquirer system) during last 3 years • At least one Public/ Private Sector Bank in India should be LIVE on the bidder's proposed NETC acquirer system.	
B. Business Requirement: • Acquirer Functionalities • Integration with Toll Plaza System • Integration with NETC System • Online Transaction Processing • Helpdesk for Toll plaza operator • Pass Management • System should be compatible for up gradation to additional use cases where FASTag act as payment instrument	
C. Web Portal interface (console for HO, Toll plaza, customer service point/ Dept, Call Centre, service point for any other use case where FASTag is used as payment instrument)	
D. Hosting with Proper high availability and 100% DR replica.	
E. Technical Requirements: • The technical requirement for Acquiring system for NETC will be governed by the Technical specifications and processes as defined by NPCI / NHAI / MoRTH / IHMCL or any other statutory authorities. • As per specifications defined by NPCI, the vendor should submit detail diagram, data flow information, security maintenance etc for Bank‟s use. End to End management of the solution should be covered by the vendor. • The vendor should submit declaration that the NETC acquiring system proposed is fully compliant with NPCI / NHAI / MoRTH / IMHCL/any other State Authority specifications. • The vendor is required to go through NPCI / NHAI / MoRTH / IMHCL / Any other State Authority documents on NETC acquiring and should comply to all technical and functional requirements.	
F. Help Desk Requirements	
G. MIS Report Generation requirement	
H. Performance and Scalability of Solution	
I. Regulatory / Compliance Requirements	

J.	Security Requirements	
K.	Training and Handholding	
L.	Application customizable to the new use cases offering payments through FASTag	
M.	Notifications through SMS/ Email/ Both/ any other	
N.	Product Management: Parameterization and Product customization as per requirements from time to time.	
	Total	

Technical Evaluation Part 2: Vendor Presentations

Sr no	Parameter	Score (Maximum 5 Marks per point)
	Alignment of the solution being proposed with the requirements of the Bank • Does the bidder display clear understanding of the bank's requirements? • Does the bidder demonstrate beyond any doubt ability to deliver on all requirements? • Is the bidder able to provide crisp and clear answers to questions asked with strong content? • Is the bidder proactive to provide innovative solutions for capabilities required by the bank? • Does the bidder have experience of performing similar functions in other clients? • Any exclusions in the reverse transition process mentioned by the bidder?	
Sub Total		

Vendor Score Sheet:

	Score/ Total Marks
Technical Evaluation Part 1:	**/70**
Technical Evaluation Part 2: Vendor Presentations	**/30**
Vendor's Combined technical score	**/100**

Note:
   a. Bidder securing 70% of total marks will be eligible under Technical evaluation i.e. 70 marks
   b. Only India experience would be taken into account as part of the evaluation.

c. Bidder is required to provide documentary evidence for each of the above criteria and the same would be required on the client's letter head in case of credentials.

d. Any claim not supported by documents/reference or thoroughly demonstrated during presentation would not be considered for awarding points. Moreover, any claim in the eligibility and/ or technical proposal, which impacts implementation, and not substantiated may result in disqualification of the bidder.

Key points to note:

- **Preliminary Scrutiny** – Bank will do preliminary examination of bids to know whether they are complete in all respects, whether any computational errors have been made, whether required technical documentation has been furnished, whether the documents have been properly signed, whether items are quoted as per the schedule and whether the bids are generally in order. 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 Bank reserves the right for such waivers and Bank's decision in the matter will be final.

- **Clarification of Offers** – To assist in the scrutiny, evaluation and comparison of offers, Bank may, at its discretion, ask some or all Bidders for clarification on their offer. Bank has the right to disqualify the Bidder whose clarification is found not suitable to the requirements.

- **No Commitment to Accept Lowest bid or Any Tender** – Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this RFP. Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations in respect of the rejection.

- Bank concludes that everything as mentioned in the RFP documents and responded by the Bidders have been quoted for by the Bidders, and there will be no extra cost associated with the same other than the cost quoted by the Bidder. In the event Bank has not asked for any quotes for alternative prices and the Bidder furnishes the alternative price in the Bidder's commercial bid, the higher of the prices will be taken for calculating and arriving at the total costing. However, payment by Bank will be made at the lower price.

- The Bank is not responsible for any assumptions or judgments made by the Bidder for arriving at any type of sizing or costing.

- Bank would like to expressly state that any assumptions, terms, conditions, deviations etc. which the Bidder includes in any part of the Bidder's response to this RFP, will not be taken into account either for the purpose of evaluation or at a later stage, unless such assumptions, terms, conditions, deviations etc. have been accepted by Bank and communicated to the Bidder in writing. The Bidder at a later date cannot make any plea of having specified any assumptions, terms, conditions, deviations etc. in the Bidder's response to this RFP.

- During the preliminary examination, Bank will also verify whether the Bidder has responded in full to the RFP or whether it is partial or conditional. The bids that are incomplete or conditional are liable to be rejected.

4.8 Proposal Ownership

a. The proposal and all supporting documentation submitted by the Bidder shall become the property of the Bank.

b. As the Bidder's proposal is central to the evaluation and selection process, it is important that, the Bidder carefully prepares the proposal as per the prescribed format only.

c. Under no circumstances, can the format be changed, altered or modified.

d. Bidders must provide categorical and factual replies to specific questions. Bidders may provide additional technical literature relating to their proposal but in a separate Annexure. Correct and current technical details must be completely filled in. The Appendices/Annexure to this RFP shall form integral part of the RFP.

4.9 Project Ownership

a. If the Bidder is engaging any third party in executing the project, details thereof shall be furnished. The Bidder shall detail the responsibilities of such third parties involved and also submit a letter of undertaking from the parties mentioning their consent and assurance for satisfactory performance of the project.

b. The Bidder must specify any and all relationships with third parties in respect of the ownership, which are relevant to this RFP.

c. Ownership letter by the Bidder to be submitted (Under taking letter by the Bidder taking the full ownership of the project execution in case third party also involved in project execution. The Bidder shall also submit the ownership certificate issued by the third party clearly mentioning the extent of ownership)

d. Bidder to be the single point of contact for bank and would be responsible for all the action/support offered by their partners/associates for the works associated with this RFP.

4.10 Acceptance of Offer

a. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever. The Bank will not be obliged to meet and have discussions with any Bidder and/ or to entertain any representations in this regard.

b. The bids received and accepted will be evaluated by the Bank to ascertain the lowest Bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever.

c. The Bank reserves the right to re-tender the RFP with or without modification.

d. Bidder including those, whose bids are not accepted shall not be entitled any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender.

4.11 Award of Contract

Successful Bidder shall submit the acceptance of the order within 3 working days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the successful Bidder shall be the date of acceptance of the order by the Bidder. Bank reserves its right to consider at its sole discretion the late acceptance of the order by successful Bidder. The successful bidder will be awarded the contract of End-to End Acquirer System on Revenue sharing for a period of 5 years from date of execution of the agreement. The terms may be increased based on Bank's discretion.

4.12 Training:

a. Bidder shall provide onsite training for one week (pre roll-out) to the Staff of Bank and Contact Centers along with the user friendly manuals for users/administrators of the portal.

b. The training should cover complete details for usage of the application, maintenance of solution hosted, usage of Administrator web portal with customer search details, MIS/reports generated, configuration of volume and velocity check, define limits, alerts / push notification including hands on tips for basic troubleshooting.

c. In the event of version update and enhancements in services of the application, complete documentation with training on usage/trouble shooting will be provided by the Vendor at no extra cost.

d. Bidder would have to arrange for a comprehensive technical training to banks team for a period of two weeks which would include application architecture, interfacing details for new/third party products.

4.13 Payment terms:

a. Bidder must accept the payment terms proposed by the Bank. The financial Bid submitted by the Bidder in the RFP must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.

b. All the payments to the Successful Bidder shall be subject to the performance of the Services to the satisfaction of the Bank for this purpose.

c. Payment shall be released on production of invoices and other documents, if any. Penalties/ liquidated damages, if any, shall be deducted from the invoice value.

d. Please note that Acceptance Report duly signed by Bank officials of the user group should be submitted in originals while claiming payment in respect of orders placed. The Bidder shall strictly follow the format of Bank and submit the same. The acceptance report format will be provided to the successful Bidders only.

e. The payments will be released/ accepted only through electronics transfer and the Successful Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.

f. The Bank will not make any advance payment. The Bank will only pay for services availed by the Bank. The Bank will not pay or is not bound to pay for services not procured/ availed by the Bank. TDS or any other applicable tax will be deducted at the applicable rate as per provisions of the applicable law.

g. There shall be no escalation in the prices once the prices are fixed and agreed by the Bank and the vendors till completion of the contract period. Also, the payments for each month will be made only after the acceptance/verification of the invoice by

the Bank for that month. The Bank shall pay the amount due under this RFP and subsequent agreement.

h. The Bank shall pay each undisputed invoice raised in accordance with this RFP and subsequent agreement, within ten (10) Days after its receipt unless otherwise mutually agreed in writing, provided that such invoice is dated after such Fees have become due and payable under this RFP and subsequent agreement.

i. Upon settlement of disputes with respect to any disputed invoice(s), the Bank will make payment within ten (10) Days of the settlement of such disputes.

j. Bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc.

4.14 Penalty

4.14.1 Penalties for Delayed Implementation

a. The successful bidder should complete the responsibilities that have been assigned on time.

b. As a deterrent for delays during implementation, Bank may levy penalties for delays attributable to the bidder or the participating entities.

c. For any delay, over and above timelines from date of acceptance of Purchase Order (i.e. 6 weeks), penalty @ 75,000 INR per week subject to maximum of 10% contract value with applicable GST. Penalty shall be recovered from the monthly payments made to the selected bidder.

d. The hosted solution hardware and software installation along with the Initial Acceptance Test should be completed as mentioned in the purchase order. If the vendor fails in providing the services as per the terms and requirements specified in this RFP, the Bank will charge liquidated damages (in Rupee) from the date of commencement to the date such penalty is levied.

e. However, if there is a delay beyond the above period and/or amendments thereon, due to reasons attributable to the Bank, such period shall be exempted from computation of delay for calculating the penalty.

4.14.2 Penalties for Service Deterioration

a. Bank expects the bidder to commit to the Service Level assurances. The bidder shall commit to maintain uptime of web portal / mobile app 99% and above per month. Bidder has to submit the report of uptime to the Bank on monthly basis.

b. Business / Service Downtime and Deterioration shall be the key considerations for determining "Penalties" that would be levied on the vendor as under:-

Performance Area	Parameter	Penalty (% of the Bill amount)
Uptime	>99%	NIL
	97% to 99 %	5% of monthly invoice pay-out
	95% to 97%	10% of monthly invoice pay-out
	Less than 95%	15% of monthly invoice pay-out

c. The inability of the vendor to provide the requirements as per the scope or to meet the deadlines as specified would be treated as breach of contract and invokes the Penalty Clause.

d. Overall cap for all the penalties for a particular year shall be limited to 20% of the value of the contract for the said year. The Bank may, however, invoke the PBG of the bidder above the aforementioned overall cap on penalties in case the performance of the bidder is not found satisfactory under the contract.

e. If the failure of any component leads to business downtime more than thrice within a span of six months, the vendor is expected to replace the component / equipment at its own cost.

f. The applicable "Penalties" would be the same irrespective of the root causes.

g. The Penalties stated and imposed by the regulators i.e. RBI/ IHMCL/ MoRTH / NHAI/ NPCI for any non-adherence to Procedural guidelines / gaps in application/ operational guidelines will be applicable to vendor.

4.15 Governance Structure

A formal governance structure and engagement model will need to be constituted with representation from Selected Bidders and Bank to review the ongoing performance and operations of the Contract. The frequency of the reviews / meetings, agenda / MIS / dashboards to be shared, representation hierarchy, escalation matrix etc. will need to be formulated and adhered to.

It is expected that the functioning under the contract will be comprehensively reviewed periodically with the constituted officers/executives committee. However, it is possible that at short notice, senior management of the Bank may wish to conduct more frequent reviews for which the selected bidder must agree.

4.16. Intellectual property rights

The selected bidder/s shall ensure that it has obtained appropriate rights to provide the Deliverables as per the terms and conditions contained in this RFP.

The selected bidder/s shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Software used by selected bidder/s in performing its/their obligations under this contract.

If a third party's claim endangers or disrupts Bank's activities, the Vendor shall at no further expense, charge, fees or costs to the Bank, obtain a license/ authorization so that the Bank may continue avail services in accordance with the terms of this Tender and subsequent Agreement.

4.17. Due diligence on employees before appointment & Staff Retention Program

The Selected bidder should put in place adequate & verifiable process for conducting due diligence on its employees prior to their appointment by way of verifications of their academic/other credentials including police verification wherever necessary. The Selected bidder will put in place systems to ensure that the resources are not changed frequently for its internal reasons.

The Bank reserves the right to seek replacement of any staff whose performance / conduct is not satisfactory or their continuation affects the reputation of the Bank. In all such cases,

the selected bidder shall replace the resource.

4.18. No outsourcing by selected bidder

The selected bidder will undertake to provide the services required in this RFP to the Bank and will not outsource or subcontract any of the core activities of the contract offered to Bank to any company without prior permission of Bank.

4.19. Security:

The company agrees that it and its personnel, will at all times, comply with all security regulations in effect from time to time at Bank's premises and externally for materials belonging to Bank.

4.20. Confidentiality:

The company acknowledges that all material and information which has or will come into its possession or knowledge in connection with this agreement or the performance hereof, whether consisting of conditional and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to Bank will at all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to realize it only to employees requiring such information, and not to realize or disclose it to any other party. The company agrees to take appropriate action with respect to its employee to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement can be fully satisfied.

4.21. Project Schedule:

The schedule of activities towards completion of the project is given below:

a) System Requirement Specification (SRS) of the NETC Acquirer system will be provided to Bank within 10 days from the date of work order/purchase order which will be approved and signed off by the Bank officials within 10 days from the date of submission of SRS.

b) Deployment of beta version, completion of parameterization and customization of the solution as per this RFP within 15 days of signing of SRS.

c) A Strategy Note for NETC Acquirer business for Bank of Baroda should be provided to the Bank within 30 days from the date of work order/purchase order which will outline the following:
   o A detailed NETC Acquirer strategy proposed by the Vendor in conjunction with the bank's need
   o Products to be launched into the market

d) The customized version of the Solution should be implemented to the satisfaction of the Bank within 45 days from the date of purchase order/work order.

****

Annexure and Appendices

Annexure–A - RFP Application

(Letter to the bank on the bidder's letterhead)

Date:

**The Asst General Manager
Digital Banking, Bank of Baroda,
2nd Floor, Baroda Bhavan,
R C Road, Alkapuri,
Vadodara - 390 007**

Dear Sir,

Re:Bank's RFP No. HO/DBD/113/101 for Selection of Vendor for End-To-End Implementation and Management of NETC (NATIONAL ELECTRONIC TOLL COLLECTION) ACQUIRER SYSTEM ON Revenue sharing Model

With reference to the above-mentioned RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for End-To-End Implementation and Management of NETC (NATIONAL ELECTRONIC TOLL COLLECTION) ACQUIRER SYSTEM ON Revenue sharing Model as detailed in your above referred RFP. We agree to all the terms and conditions mentioned in the RFP. We also submit required information along with documentary evidence in following format:

Parameter	Response
Year of commencement for End-To-End Implementation and Management of NETC acquirer system on Revenue sharing Model	Copy of Certificate from Bank/s / organization/s to be enclosed
RFP price/ Application fee	DD/Banker's Cheque No._____dated _____for Rs. 25,000/- (Rs. Twenty Five Thousand Only) drawn on Bank of Baroda For RFP price
Earnest Money Deposit/ Bid Security	DD/ BG of Rs. 30 lacs dated …………. Issued by …………………… Valid upto …………..
CD containing soft copies of RFP	YES/ NO

We further confirm that the offer is in conformity with the terms and conditions mentioned in the RFP. We also confirm that the offer shall remain valid for 180 days from the last date for submission of tender document to the Bank.

It is certified that the information furnished in this document is authentic. We hereby authorize Bank of Baroda to make independent enquiries to verify the information furnished by us.

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

Yours faithfully,

(Name & Designation, seal of the firm)

Encl.: a) Part II to VI, duly filled in the prescribed form along with necessary proof.

b) Demand draft for the Application Fee.
c) Demand Draft/ Banker's Cheque/ Bank Guarantee for EMD amount.
d) All relevant documents
e) CD containing softcopy of RFP

DETAILS OF ORGANISATION

I. General Information:

1.	Name and address of the Bidder	
2.	Contact Person	
3.	(a) Telephone :	(b) Mobile :
	(c) Fax :	(d) E-mail:
4.	Place of incorporation/registration	
5.	Year of incorporation /registration	
6.	Type of organization (whether company/ sole proprietor/ partnership/ private, etc.)	
7.	Main lines of business	
8.	Allied / Ancillary Business	
9.	Location/s of premises	
10.	Whether premises is own/ leasehold/ rented, furnish details	
11.	Staff Strength as on 31.03.2020	

II. Key Personnel of the Organization:

Sr. No.	Name	Designation	Since When	Qualification	Professional Experience

III. Name and address of Owners/Partners/Directors:

Sr. No.	Name	Address
1.		
2.		

IV. Other important information (Furnish the required details, wherever applicable):

a) Were you ever required to suspend / terminate the similar activity/ services before completion of the tenure of the contract by any organization/ Bank? If so, give details.

b) Have you ever left any services offered to you incomplete? (If so, give details and reasons for not executing the orders).

c) Has your firm been debarred or Black listed for tendering in any organization? If so, give details.

GENERAL AND TECHNICAL DETAILS PART "III"

A. Details of Solutions Used for the NETC Acquirer System

Sr. No.	Item	System Details	Declaration Provided
1	Does the Company own the Management Centre?		
2	Fully integrated communication management to send e-mail/ SMS.		
3	Whether Company has Proprietary Technology Platform with source code.		

B. Details about the Data Security System

Sr. No.	Requirements	Bidder Response	Supporting Documents Provided
1	Firewall with fully integrated Internet security and IP networking and access to network with VRRP and Firewall synchronization technology.		
2	Intrusion Detection System		
3	Virus protection, detection & maintenance of virus definitions.		
4	Information Security Management System using best practices available in industry - Application Platform – Data transfer between client and server - Data communication and integration with third party applications using Service-oriented Architecture (SOA) on CRM platform - SSL VPN for remote connectivity and management		
5	Logging for account management, privilege changes, user activity, configuration changes etc.		
6	Adequate redundancy and back up (or DR site) to support uninterrupted services.		
7	Compliance to PCI-DSS standards.		

C. Other Technical Details

Sr. No.	Item	Details and Supporting Documents
1	DR Site	
2	Uptime Capability	
3	Account Handling capacity	
4	Number of transactions handled per second	
5	Transaction processing capability	
6	Storage capacity (in TBs)	
7	On-line secure English interactive portal (Hindi portal to be provided subsequently)	

D. Contact Center/ Help Desk System

Sr. No.	Requirements	Bidder Response	Supporting Documents Provided
1	Single point of contact for Bank's customers for help, checks on status of account, etc. with proactive problem resolutions.		
2	Toll free telephone number with no. of lines.		
3	No. of persons employed.		
4	Multilingual (min. English & Hindi) capability.		
5	TAT to address & solve the issue (No. of days).		
6	Escalation matrix and process.		

E. The bidder should provide a response to the requirements, which can be any one of the following categories – **Standard** (**S**), **Customized(C)** or **Not feasible** (**N**). Please respond in accordance with the following guidelines.

Standard – This is a standard feature of the system and is available in a ready to implement mode.

Customization – This feature requires customization from the bidders. Please indicate the estimated time for customization.

Not feasible – The function does not exist in the current system and not feasible for customization also. In such a case, please suggest alternative method of achievement requirement.

The response should be given by marking under the category which will apply to the requirement. Whether a response requires explanation, provide the explanation under the remarks column or on separate page, if necessary, with reference to the requirement number.

Sr no	Functionalities	Response	Remarks
1	The selected vendor is required to integrate their systems with toll plaza operators for the purpose of acquiring transactions happening on the NETC lanes. They would also integrate their system with NPCI"s NETC system [NETC Switch and NETC Mapper] to facilitate the toll fare calculation as well as transaction processing.		
2	Integration with Toll plaza and NETC System		
3	Coordinate with toll plaza operators and to deploy the acquiring host that includes installation and management of NPCI and/or issuer bank public keys, adequately protected for integrity. The proposed vendor will provide necessary infrastructure / processes which are required for successful implementation. The host should support both online and offline means of communication with toll plaza operators (preferably online).		
4	The vendor should have system having feasibility to support primary and secondary systems to ensure connectivity with multiple endpoints.		
5	Should be capable of processing payment transactions to make payment to toll plaza operators for the processed transactions as per NPCI guidelines.		
6	Should be capable to transmit the completed transaction records to the issuer in order to obtain the settlement with in TAT.		
7	Should be capable to send all the transactions which are executed at the lane controller to NETC system i.e. successful, fail, decline NETC		
8	Should be capable to keep the image files provided by the toll plaza operators [i.e. AVC profile, Vehicle Image NETC] for a MINIMUM period of one year.		
9	Should manage the business rules relating to toll fare calculation and share the of exception list, Local exemption list (discount file list) with toll plazas.		
10	Should share vehicle class discrepancy (i.e. mismatch between AVC and mapper vehicle class) and exempted vehicle transaction details with toll plaza		
11	The vendor needs to assist the disputes raised by Issuers or toll plaza operators. The vendor is responsible for the resolution of disputes as per the applicable TAT.		
12	Should provide support helpdesk to Toll plaza operator by means of toll free numbers.		
13	The toll plaza server will process the transactions in the specified format and send it to the acquiring host system for toll fare calculation and transaction processing. The communication between toll plaza server and the acquirer host can be either online or offline (preferably online) depending on the network connectivity available at the toll plaza. The processing mostly covering interoperability needs to be carried out depending on availability of connectivity. The specifications and processes defined by NPCI / NHAI / MoRTH / IHMCL / any other state authority and other statutory authority should be adhered to.		
14	The selected vendor will integrate their host system with the NETC system (NETC Switch and NETC Mapper) hosted by NPCI. The vendor has to ensure the transaction data is in the		

	specified format as defined by the NETC System interface specifications.
15	The acquiring host system should contain the business rules for toll fare calculation. On receiving the transaction information from the toll plaza server the acquirer host will check the tag status from the NETC Mapper, calculate the toll fare based on vehicle class received from NETC mapper and present the transaction messages to NETC switch for further processing.
16	The specifications and processes defined by NPCI / NHAI / MoRTH /IHMCL any other state authority and other statutory authority should be adhered to.
17	The System should support both online and offline means of communication with toll plaza operator for Transaction Processing. It should send all transactions which are executed at the lane controller to NETC system i.e. successful, fail, decline etc. Keep the image files provided by the toll plaza operators [i.e. AVC profile, Vehicle Image etc.] for a period of one year.
18	The vendor should manage the business rules relating to toll fare calculation - Check tag status from Mapper. Acquirer host fetches vehicle class, vehicle registration number, tag status & issuer bank ID. The acquiring host system has to be configured with the applicable toll fare calculation business rules (standard rules, Exemption rules) for the acquired toll plaza.
19	The standard and exemption rules are defined by the toll plaza operator (as per the norms stated by concerned authorities). The acquiring host should support all such business rules defined by the toll plaza operator.
20	Transaction Settlement – The vendor should undertake end-to-end transactions and settlements within defined TAT. The necessary files viz. TTUM, settlement etc should be submitted as per TAT to enable Bank to settle the accepted toll fare to toll plaza operator for processed transactions.
21	Violation Management - Acquiring System should have provision to process the violations (due to Vehicle Class Mismatch) raised by the Toll Plaza. System should have a mechanism to audit the supporting Images of Violations and raise a Credit or Debit Adjustment based on the auditors class.
22	Exception list - Acquiring host should be able to receive the exception list, exemption list from NETC through both offline and online channels. The acquiring host system has to synchronize the exception list with the toll plaza server. The acquirer can get the exception list using one of the following methods or as defined by NPCI and any statutory authorities. a. The acquiring system should periodically fetch the latest exception list from the NETC System and send the same to toll plaza server every 10 minutes. The Toll plaza server will update this exception list to lane controllers within 10 minutes of its receipt. b. The acquiring system should also have an option to download the exception list from the SFTP server.
23	Transaction Reconciliation – Acquiring host should perform transaction reconciliation on daily basis with Toll Plaza operator data and send the report. Acquiring host should also perform the reconciliation with NETC system data and identify the

	discrepancy transactions. Acquiring host should settle all the transactions which are accepted by NETC system		
24	Dispute Handling – Acquiring host should provide dispute resolution tool with Toll plaza operator. System should able to access NETC EGCS offline system to raise and track any disputes raised by Issuer bank as per the dispute life cycle. System should synchronize dispute status which is received from NETC EGCS system.		
25	The vendor system should carry out the transactions as detailed in NPCI document. The clearing and settlement process along with the transaction life cycle will be as per NPCI documents released from time to time.		
26	The vendor should provide helpdesk or toll free services to toll plaza operator for resolving any issues pertaining to NETC Transaction. The vendor and the toll plaza operator should mutually agree upon a process to handle the service request. It is the responsibility of the vendor to ensure all the transactional conflicts are resolved for the toll plaza operator as per TAT.		
27	Pass management shall be managed by the Acquiring system as per the process defined by NETC System Guidelines. The vendor has to provide a front end module which will be used at Toll Plaza for Pass Issuance. The amount for the Pass may be collected using Cash or any other Payment mode mandated by the Bank.		
28	The Front end module should also have the capability of to check for Exceptions if any and also if it is a Valid Tag for Pass Issuance.		
29	The vendor should provide web-based interface for concessionaires (Toll Plaza operators) / Bank to perform the following operations. a. Check Transactions/files status, b. Reconciliation information c. Settlement details d. Issue Passes e. Blacklist a tag f. View Tariffs/Vehicle Class/Lanes information g. Check vehicle status from NETC mapper h. Generate NETC-related MIS reports (Revenue reports, Traffic reports, lists of blacklisted vehicles etc) concerning their toll plaza. i. Enter and authorize toll tariff tables applicable to their plaza		
30	The whole solution should be hosted with proper high availability and 100% DR replica.		
31	The technical requirement for Acquiring system for NETC will be governed by the Technical specifications and processes as defined by NPCI / NHAI / MoRTH / IHMCL or any other statutory authorities.		
32	As per specifications defined by NPCI, the vendor should submit detail diagram, data flow information, security maintenance etc for Bank‟s use. End to End management of the solution should be covered by the vendor.		
33	The vendor should submit declaration that the NETC acquiring system proposed is fully compliant with NPCI / NHAI / MoRTH / IMHCL/any other State Authority specifications.		

34	The vendor is required to go through NPCI / NHAI / MoRTH / IMHCL / Any other State Authority documents on NETC acquiring and should comply with all technical and functional requirements.		
35	A 24x7, 365 days per year, robust online customer / Toll operator support facility for all sorts of acquiring related queries. The expected time of resolution should be average 5 minutes (or as desired by the Bank time to time) per call for all kinds of acquiring related problems. Escalation process should be in place for unresolved issues, Bidder support staff should be well trained to effectively handle queries raised by the customer / employees etc. Bidder should have ability to generate MIS reports periodically for example: Volume of calls / per day, resolution % per day etc. Help desk should support all issuing and Acquirer queries.		
36	MIS should support extensive and detailed reporting		
37	All types of reports (to be defined with selected vendor) should be generated easily		
38	Supports Business Intelligence (BI) Charts for ease of understanding.		
39	The reports may be categorized in following types: a. Operational Reports b. Traffic Reports c. Statistical Reports d. History Reports e. Business Intelligence Charts f. Regulatory Reports g. Any other reports pertaining to NETC acquiring system		
40	Highly scalable application, should be capable of handling very high-volume plazas transactions.		
41	The bidder is required to obtain required licenses without any cost to the Bank.		
42	Service provider need to adhere to the compliance requirement and maintain the integrity of NETC payment system. The compliances, not limited to following, are brand compliance, certification compliance, Toll Plaza System management, third party compliance, vendor compliance etc. Service provider also need to adhere to compliance guidelines issued by RBI, NPCI, IHMCL/NHAI/BANK etc. from time to time.		
43	The vendor will be responsible for ensuring compliance with any privacy related regulations of the government which includes sharing of NETC transactions information with any third party. Also, responsible for payment of all Government taxes related to the NETC project etc.		
44	Bank will carry out KYC checks as stipulated by RBI and other regulatory bodies before registering Toll plazas for accepting toll payments using NETC.		
45	The Service Provider should honor all the eligible NETC transactions which are received from NETC System within the time stipulated by NPCI / NHAI / statutory bodies.		
46	The Service Provider should send the transactions details (SMS & E-Mail) to the merchant (Toll Plaza) for each and every transaction or as decided mutually with Toll plaza operators, bank and the selected vendor. The transaction details should contain Toll Fare Amount and Date & Time etc. It should also		

	provide a consolidated to the merchant (Toll Plaza) with details of all the transactions on at least T+1 day, where "T" denotes the date of transaction at Toll Plaza.		
47	Prohibition to use NETC Logo/Trademark/Network.		
48	Upon termination, the Service Provider should abstain from further use of the NETC Trademark/Bank name etc. with immediate effect. Failure to comply with the same could invite legal proceedings. The Public Keys and Private keys shall be handed over to Bank post termination.		
49	If the Bank is suspended from NETC membership, the Service Provider would also be deprived of the privilege to use the NETC Network for any transactions in respect of the Bank.		
50	Service Provider shall not disclose any information regarding the NETC network or any knowledge gained through participation in the NETC network to outsiders. Failure to comply with the same would be treated as breach of trust and could invite legal penalties.		
51	All security and regulatory measures should be adopted as per NPCI / NHAI / MoRTH / IHMCL or any other statutory authorities.		

52	The Vendor should comply with Bank"s Information Security policy and audit requirements including the following:
	  a. Responsibilities for data and application privacy and confidentiality
	  b. Responsibilities on system and software access control and administration
	  c. Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor
	  d. Physical Security of the facilities
	  e. Physical and logical separation from other customers of the Vendor
	  f. Incident response and reporting procedures		

53	The Vendor to facilitate IS Audit / Third Party VAPT Audit and any other Audit by Bank / Regulatory / any other Outside Authority as and when required or as per the frequency set by the Bank.		
54	The Vendor to ensure that all VAPT issues to be addressed and resolved before the system is made live for customers.		
55	Vendor shall train designated Bank of Baroda officials on the configuration, operation / functionalities, maintenance, application architecture and components.		
56	The bidders are requested to indicate the optimum number of days / hours required for both Technical and User level training programs.		
57	Every time the software version is upgraded and/or additional features are added training has to be imparted to the Banks IT team and users.		
58	The training should be provided without any additional cost to the Bank.		
59	The system should be highly parameterised for any type NETC/ FASTAG Use case		
60	The system should have provision for configuring new programs, change parameters, define dormancy parameters etc		

61	The system should provide Browser Based GUI solution to Branches, Toll plaza's and bank's support team (to enquire, hotlist, report & MIS generation) etc.		
62	The vendor should undertake URL procurement for Internet access to Branches/ Contact centre /designated organisations with IP filter.		
63	The System shall provide bulk processing as per the Bank's requirement		
64	The solution should be a three tier architecture system and should be based on open platforms like UNIX, Windows and use proven technologies like Java and Oracle database etc.		
65	The solution should be consistent across modules/ application within the system and across all delivery channels to give uniform look to the user/customer.		
66	The solution should undertake daily Reconciliation of the Transactions and provide reports of Reconciled/Un-reconciled/ exception transactions to the Bank. The Settlement Reports with Reconciliation reports should be available.		
67	The system should be supported by a robust Dispute Resolution Management System and provide Charge Back, Re-presentment, Debit/Credit adjustment, Pre-compliance, Compliance, Pre-Arbitration and Arbitration etc as per NPCI operating guidelines		
68	The vendor must agree to audit of the facility by Banks own or designated audit teams and Reserve Bank of India officials and any other statutory body.		
69	The system should support Admin function at HO and Regional Office level for creation, modification, deletion, suspension of users.		
70	The system should provide Audit trail with user name, activity, IP number of the terminal etc., of all the activities with date stamp of the server-retrievable for 8 years and in case of legal disputes till the dispute is resolved		
71	The system should provide NETC Aquirer services management and also offer end-to-end services in NETC Acquirer solution including back-end services of maintenance, Authorisation, network management, authorisation, MIS, Settlement Services and Dispute resolution.		
72	The system should have hosted services with infrastructure located in a Tier-3/Tier-4 Data Centre, fully functional, with sufficient scalability to accommodate growth in volume of transactions in future, authentication and settlement of transactions etc		
73	The system should have DRS facility of the entire infrastructure with maximum failover time of thirty (30) minutes in a Tier-3/Tier-4 data centre.		
74	The deliverables shall also include business operations for the following: 　　a) Processing of settlement files from the shared networks 　　b) Processing of interchange settlement files 　　c) Reconciliation of transactions. 　　d) Generating the exceptions and taking appropriate action with the approval of the Bank. 　　e) Generating and sending standard reports and other reports/ MIS as defined by the Bank from time to time.		

	Timely escalation to the Bank on exceptions.		
75	The solution should provide EOD reconciliation and settlement i.e. daily reconciliation and settlement of unsuccessful transactions		
76	System should have Business Continuity Plan (BCP) in place.		
77	The vendor must provide local implementation & software customization support.		
78	For database, the system should provide periodical dump or as and when requested by the Bank of the database with details of tables and FD (functional dependency) to the Bank with utility to read the dump. For database other than oracle the system should provide data file in ASCII format or text file with separators with FD to the Bank.		
79	The system should be able to interface with Bank's GL system for various reporting purposes.		
80	The solution should support standard messaging formats including ISO 8583 and XML, provide for seamless Hardware and Firmware upgrades; Operating System and Middleware upgrades.		
81	The solution should also be capable of providing interface/API with the Core Banking solution of the Bank, any of the third party systems that the Bank is using currently/ or in future		
82	Solution to be implemented should comply with Reserve Bank of India / NHAI/ MoRTH/ IHMCL/ NPCI guidelines.		
83	The vendor must provide 24 Hours helpline-Toll Free Number with Customer Service for Plaza operators/ Customers/ issuer banks and its location (specify the number of call centre agents in the helpline team) with Bilingual support – English & Hindi		
84	The solution must support Dispute handling		

PART "IV"

FINANCIAL INFORMATION:

Name of Bidder :

1. General:

Name of Banker			
Address of Banker	Telephone	Contact person and Title	
	Fax	Mobile	
Financial information	Previous three financial years (Rs. In lac)		
	2016-17	**2017-18**	**2018-19**
1. Net Worth			
2. Working Capital			
3. Total Assets			
4. Current Assets			
5. Total liabilities			
6. Current liabilities			
7. Profits before taxes			
8. Profits after taxes			

Copies of the audited financial statements with profit and loss accounts for the year 2016-17, 2017-18,2019-20 to be attached.

2. Turn-over:

Annual Turnover Data for last three years	
Year	Turnover in Rs. Lac.
2016- 2017	
2017– 2018	
2018– 2019	

Note: All individual companies must complete the information in this form. The information supplied should be the annual supply turnover in terms of the amount billed to clients for each year for works executed during each of the last 3 years mentioned above.

3. Source of Financing:

Sr. No.	Source of Financing Amount (Rs.)
1.	
2.	
3.	

1. **Certificates:**

CERTIFICATE	YES	NO
Sales Tax registration, VAT, BST/CST Certificate		
Valid ESIC , PF , Prof Tax Certificate, Income Tax PAN/ TIN		
Other certificates such as ISO, PCI/ PA-DSS etc.		

Note: Provide details & attach attested copies of relevant documents for items answered **'Yes'** above.

2. **Experience record in providing similar end to end NETC Acquirer system to top 5 Customers:**

Sr. No	Nature of work	Name of the Bank/ Organization	Service being provided and volumes of NETC transactions/ toll plazas handled
1			
2			
3			
4			
5			

Note: Provide copies of work orders and proof of supplied/ personalized. Work orders and proof of orders will be verified, if required.

3. **Infrastructure available (including Software & Hardware) for undertaking the services requested under this RFP:**

Sr. No	Details
1	
2	
3	
4	
5	

4. **Eligibility Criteria compliance and relevant proof for reply with 'YES'**

S. No.	Eligibility Criteria	Documents Required	Complied (Yes/ NO)	Supporting Submitted
1	The bidder should be registered as a company in India as per Company Act1956 & 2013 & operating for 2 years as on the date of RFP. The Memorandum of Association (MOA)/Article of	Certificate of Incorporation & Commencement of Business (which ever applicable) along with MOA / AOA highlighting		

	Association (AOA) should contain about the line of business sought in RFP.	the line of business should be submitted.		
2	The Bidder should have a minimum annual turnover of Rs 3 crore per year during last three financial year‚s 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 should be a profit making entities (profit after tax) for the last three years i.e., 2016-17, 2017-18, 2018-19. OR The Vendor must have a positive net worth in each of the last two financial years 2017-18 and 2018-19**. ** Net worth is to be calculated as: Capital Funds (Paid up Equity Capital + Paid up preference Shares + Free Reserve) – (Accumulated Balance of loss + Balance of deferred revenue expenditure + Other intangible assets)	Copy of the audited balance sheets of the company showing profit/loss/of the company should be submitted.		
4	The solution proposed by the Bidder should be certified by NPCI for implementation in any bank in India.	Copy of the purchase / work order and Certificate of satisfactory completion and management of the work including integration with NPCI on behalf of any Bank.		
5	The bidder should not have been blacklisted by any IBA/ NPCI/ MoRTH/ NHAI/ IHMCL/ Govt. of India / Govt. agency/PSUs Bank(s)/Financial Institutions in India in the past as on RFP submission date.	An undertaking to this effect must be Submitted on company letter head duly signed & stamp. (Annexure - H)		
6	The Bidder should own the intellectual property rights of the NETC acquiring payment solution product or should have rights from the owner , If not, the Bidder should have in place proper tieups, commercial agreements, authorized implementation partnership for deployment / customization of software with the product whose software products are offered.	Self-Declaration from the Bidder and an authorization letter from manufacturer (OEM) 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 NETC acquiring payment solution meets the technical specifications prescribed by National Payment Corporation of India (NPCI).		
8	Integrity pact	Vendor should submit Integrity pact as Annexure - E 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 by any Bank	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 NETC Acquirer program 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	Bidder should have both primary Data Center and DR center with full back up arrangement within the geographical location of India.	Copy of certificates to the effect should be submitted.		

	The facilities should be ISO 27001 certified and recently audited.			
15	Bidder should have a stable and scalable NETC Acquirer System 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	Bidder should have necessary infrastructure 24 X 7 for providing timely support and attending to customer queries, grievances and any dispute arising out of the NETC Acquirer business. Bidder should be able to deploy resources for customer care for key Indian languages	A declaration to this effect has to be submitted by the Bidder.		
17	Solution offered must be owned by the Bidder and must have its IP rights.	Undertaking of IP Rights to be submitted.		
18	The bidder shouldn't have any security incident or information security incident assigned to their hosted or deployed system in last 3 years of operation.	A declaration to this effect has to be submitted by the Bidder on its letter head. Bank may at its discretion require specific certificate at a later date.		
19	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.		
20	Bidder should also have internal control and audit measures in place.	Copy of latest Audit report from external auditor to be submitted in this regard.		

We confirm having complied with all the prescribed eligibility criteria of the RFP

Yours faithfully,

SIGNATURE
(Name & Designation, seal of the firm)

Note: Bidder must comply with all the above mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Photocopies of relevant documents / certificates clearly mentioning the services provided, period and the quantity supplied must be submitted as proof in support of the claims made along with tender. The Bank reserves the right to verify / evaluate the claims made by the bidder independently.

All certificates, reference letter, undertaking should be in English, duly complete with signature, name and stamp of the issuing authority and their organization.

<div align="right"><u>**PART "VI"**</u></div>

DECLARATION

I / We, the undersigned, do hereby declare that the statements made in the pre-qualification questionnaire forms and in the required attachments are true and correct.

The undersigned hereby authorize (s) and request (s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Bank of Baroda to verify this Statement or regarding competence and general reputation of our company.

While submitting this bid, we certify that:

1) Price in the bid has been arrived at without agreement with any other bidder of this RFP for restricting competition.
2) We have not induced nor attempted to induce any other bidder to submit or not submit a bid for restricting competition.
3) The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP.
4) The rates quoted by us in the commercial bid, cover all the activities as defined in the RFP and subsequent pre-bid clarifications / modification/ revisions advised by Bank of Baroda in writing, without any exception.

We undertake to comply with the terms and conditions of the RFP and subsequent pre-bid clarification / modifications / revisions advised by Bank of Baroda in writing.

We also accept that in the event of any information / data / particulars provided by us proving to be incorrect, Bank will have the right to disqualify us from the bid/ cancel the order at any stage.

We understand that Bank may reject any or all of the offers without assigning any reason whatsoever.

_____
(Signed by an Authorized Officer of the Company)

_____
(Title of Officer)
(Name of Company)
(Date)

Annexure-B : Reference Details

	Reference 1	**Reference 2**
Name of the Bank/Client (with whom the Bank may interact for obtaining references)		
Address of the Bank/Client		
Contact Details (At least two contacts are to be provided for each reference)		
Contact 1 Name		
Designation		
Landline no		
Mobile no		
E-mail id		
Contact 2 Name		
Designation		
Landline no.		
Mobile no.		
E-mail id		
Services started from		
Brief details of the Services provided		

Yours faithfully,

SIGNATURE
(Name & Designation of signatory, seal of the Company)

Annexure- C: Compliance Certificate

The Asst General Manager
Digital Banking, Bank of Baroda,
2nd Floor, Baroda Bhavan,
R C Road, Alkapuri,
Vadodara - 390 007

Dear Sir,

Re: Bank's RFP no. HO/DBD/113/101 for Selection of Vendor for End-To-End Implementation and Management Of NETC Acquirer system on Revenue sharing Model

Having examined the tender document including all annexure, the receipt of which is hereby duly acknowledged, we the undersigned offer to Selection of vendor for End-To-End Implementation and Management of NETC Acquirer system on Revenue sharing Model in conformity with the said RFP document and in accordance with our proposal and the schedule of prices offered in the price bid and made part of this tender, we confirm as under:

1. If our bid is accepted, we undertake to provide the supply and services within the scheduled time lines as stipulated in this RFP.

2. We confirm that this offer is valid for 180 days from the last date for submission of tender document to the Bank.

3. This bid together with your written acceptance thereof and your notification of award if shortlisted shall constitute a binding contract between us.

4. We undertake that in competing for and if the award is made to us, in executing the subject contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

5. We agree that Bank is not bound to accept the lowest or any bid that Bank may receive.

6. We have never been barred/black-listed by any regulatory /statutory authority in India.

Yours faithfully

SIGNATURE
(Name & Designation, seal of the firm)

Annexure D : Format of Bank Guarantee for Bid Security

The Asst General Manager
Digital Banking, Bank of Baroda,
2nd Floor, Baroda Bhavan,
R C Road, Alkapuri,
Vadodara - 390 007

1. M/s _____, having its registered office at _____(herein after referred as 'the vendor') _____, has inter-alia agreed to furnish a bank guarantee from a scheduled bank for Rs 42,00,000/- (Rupees Forty Two lacs only) as security for compliance with the vendor's obligation in accordance with stipulation of RFP No. _____dated_____issued by Bank of Baroda.

2. On request of the vendor we _____(hereinafter called the issuing bank) do hereby undertake to pay to you an amount not exceeding Rs 42,00,000/- (Rupees Forty Two lacs only)against any non-compliance with conditions contained in the RFP.

3. We _____(the issuing bank) undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from you stating that the amount claimed is due by way of loss or damage caused to or that would be caused to or suffered by you by reasons of any breach by the said vendor of any of the terms or conditions contained in the RFP by reason of the vendor's failure to perform the terms thereof. Any such demand on us during the currency shall be conclusive as regards the amount due and payable by us under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs 42,00,000/- (Rupees Forty Two lacs only).

4. Any notice by way of demand or otherwise hereunder may be sent by courier, or registered post to our local address of the issuing Bank and if sent accordingly it should be received and duly and acknowledged by the bank on or before the expiry date of the guarantee.

5. We _____further agree that the guarantee herein contained shall remain in force during the period that would be taken for the performance of the said obligation and that it shall continue to be enforceable till satisfactory compliance of the terms and conditions thereof by the vendor or till you certify that the terms and conditions of the said RFP have been fully and properly carried out by the said vendor and accordingly discharge the guarantee or till expiry date whichever is earlier.

6. This bank guarantee shall remain in operation from the date of issue and we shall not revoke this guarantee during the currency except with your previous consent in writing. You may enforce your rights pursuant to this guarantee in any court or tribunal in accordance with laws of India.

7. We _____further agree with you, that you shall have the fullest liberty without our consent and without affecting in any manner our

obligation hereunder to very any of the terms and conditions of the said RFP or to extend time of performance by the said vendor from time to time or to postpone for any time or from time to any of the power exercisable by you against the said vendor and to forbear or enforce any of the terms and conditions relating to the said RFP and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said vendor or for any forbearance, act or omission on your part or any indulgence by you to the said vendor.

8. The bank guarantee shall not in any way be affected by your taking or giving up any securities from the vendor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or as the case may be of the vendor.

9. The bank guarantee shall not be affected by any change in our constitution or of the vendor nor shall it be affected by any change in your constitution or by any amalgamation or absorption but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamating company or concern till expiry date.

10. We have the power to issue this bank guarantee in your favor and the undersigned has full power to execute this bank guarantee under the power of attorney dated __issued by_____

11. Notwithstanding anything contained herein

    i)   Our liability under this bank guarantee shall not exceed Rs. 42,00,000/- (Rupees Forty Two lacs only).

    ii)   This bank guarantee shall be valid up to_____; and

    iii)   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 _____.

Annexure-E: 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 Alkapuri, 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:

Commitments of the BUYER

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.
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.
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.

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

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:-

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. 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.

3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals or associates.

4. BIDDERs shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

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.

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.

8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

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.

10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

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 is 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.

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.

Previous Transgression

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.

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.

Earnest Money (Security Deposit/ Bid Security)

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).

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

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

Sanctions for Violations

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:-
   a. 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.
   b. 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.

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

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

e. 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.

f. 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.

g. 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.

h. 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.

i. 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.

j. Forfeiture of Performance Bond in case of a decision by the BUYER toforfeit the same without assigning any reason for imposing sanction forviolation of this Pact.

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.

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.

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.

Independent Monitors

1. The BUYER has appointed Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Name: Mr. Harishwar Dayal (email id: dayalagra@gmail.com)

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

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

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

5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

7. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8. The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER I BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

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.

Law and Place of Jurisdiction

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

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.

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.

The parties hereby sign this Integrity Pact at _____ on _____

BUYER	**BIDDER**
Name of the Officer:	Chief Executive Officer
Designation:	
Department:	
Witness	**Witness**
1.	1.
_____	_____
2.	2.
_____	_____

Annexure-F: NON-DISCLOSURE AGREEMENT (Final draft to be provided to selected bidder after vetting from bank's legal team)

All bidders must sign the Non-Disclosure Agreement (NDA) while submitting the response to the Request for Proposal (RFP). Bidders must comply with all clauses mentioned in the NDA. No changes to the NDA are allowed. The NDA must be executed on the bidder's company letterhead. The primary bidder along with all partners who gain access to the Bank's confidential data (as described in the NDA) must sign the NDA.

NDA format is provided below.

<div align="center">

(On the Letterhead of the bidder)
Strictly Private and Confidential

</div>

The Asst General Manager
Digital Banking, Bank of Baroda,
2nd Floor, Baroda Bhavan,
R C Road, Alkapuri,
Vadodara - 390 007

[Date]

Dear Sir,

Re: Non-Disclosure Agreement

We acknowledge that during the course of bidding for Request for Proposal (RFP) for **Selection of Vendor for End-To-End Implementation and Management of NETC AcquirerSystem on Revenue sharing Model.**

We shall have access to and be entrusted with Confidential Information. In this letter, the phrase "Confidential Information" shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to Bank and its business that is provided to us pursuant to this Agreement.

In consideration of you making Confidential Information available to us, we agree to the terms set out below:

1. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this Agreement) to preserve such confidentiality.
2. We shall use the Confidential Information solely for the preparation of our response to the RFP and not for any other purpose.
3. We shall not disclose any Confidential Information to any other person or firm, other than as permitted by item 5 below.
4. We shall not disclose or divulge any of the Confidential Information to any other client of [name of product vendor / implementation partner].
5. This Agreement shall not prohibit disclosure of Confidential Information:
   - To our partners / directors and employees who need to know such Confidential Information to assist with the bidding for RFP floated for Engagement of consultant;
   - To the extent that such disclosure is required by law;
   - To the extent that such disclosure is required by any rule or requirement of any regulatory authority with which we are bound to comply; and
   - To our professional advisers for the purposes of our seeking advice. Such professional advisors will be informed of the need to keep the information confidential.

6. Upon your request we shall arrange delivery to you of all Confidential Information, and copies thereof, that is in documentary or other tangible form, except:
   ▪ For the purpose of a disclosure permitted by item 5 above; and
   ▪ To the extent that we reasonably require to retain sufficient documentation that is necessary to support any advice, reports, or opinions that we may provide.
7. This Agreement shall not apply to Confidential Information that:
   ▪ Is in the public domain at the time it is acquired by us;
   ▪ Enters the public domain after that, otherwise than as a result of unauthorized disclosure by us;
   ▪ Is already in our possession prior to its disclosure to us; and
   ▪ Is independently developed by us.
8. This Agreement shall continue perpetually unless and to the extent that you may release it in writing.
9. We warrant that we are acting as principal in this matter and not as agent or broker for any person, company, or firm.
10. We acknowledge that no failure or delay by you in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof or shall any single or partial exercise thereof or the exercise of any other right, power, or privilege.
11. Unless the bank otherwise agree in writing, bidder's duty to protect Confidential Information expires one year from termination / expiry of this Agreement.
12. This Agreement shall be governed by and construed in accordance with Indian law and any dispute arising from it shall be subject to the exclusive jurisdiction of the Mumbai courts.

INDEMNITY

1. We hereby agree to indemnify and keep bank indemnified safe and harmless at all times against all or any consequences arising out of any breach of this confidentiality undertaking by us and /or ours employees and shall immediately reimburse and pay to bank on demand all damages, loss, cost, expenses or any charges that bank may sustain suffer, incur or pay in connection therewith.
2. We acknowledge that a breach of our obligations under this undertaking could cause irreparable harm to the bank for which monetary damages may be difficult to ascertain or an inadequate remedy. We therefore agree that the bank will have the right, in addition to its other rights and remedies, to seek injunctive relief and damages for any violation of this Agreement.

Yours sincerely

Signature and Stamp of Company
[Authorized Signatory (same as signing the proposal) – Bidder]
Name:
Position:
Date:

We have read this Agreement fully and confirm our agreement with its terms

Annexure G: Commercial Bid

a. **Name of Vendor:**

b. **Address of Corporate Office:**

Commercials for providing end-to-end NETC Acquirer System on Revenue sharing model:
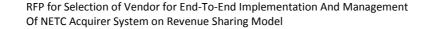
Description	Quote value in Percentage of the Total Income Received in NETC acquiring business/ any other use case where FASTag is used as Payment instrument	% of Tax on A	Total Revenue sharing Percentage	Income through Toll transactions/ any other Fee income	Income to the Vendor
	A	B	C= A + B	D=7 Crores@	F=C X D
NETC End-to-End Acquirer Business based on Revenue Sharing Model					
Illustration for understanding	40%	18% X A= 7.2	47.2%	7,00,00,000	47.2 % X D= 3,30,40,000

Income Stream: Interchange fee on the FASTag transaction amount.

@Total Transaction Value mentioned is indicative only for arriving L1 vendor. The number of transactions have been arrived at the assumption of 10,00,000 Transactions year for 10 Toll Plazas/ any other acquirer business where FASTag is used as Payment instrument, Value Rs. 140/- (Rupees One Hundred forty only) for Average 5 years.

Total Value of transactions = 10,00,000 X 10 X 140 X 5= Rs.7,00,00,00,000/- (Rupees Seven hundred Crore only) during the contract period of 5 years. Payment will be made based on the actual value of the transactions on FASTags in a month. Approximate interchange fee income / any other Fee income is assumed to be 7 Crores for the period of 5 year.

1. The figures mentioned above are indicative only and may increase/ decrease based on the Toll acquired/ Income Received/ Rate quoted to acquire the business.
2. TCO must be quoted in WORD and FIGURES.

3. Mention only vendors share in percentage up to two decimal places (no other method of quote will be accepted).
4. The rates quoted above should be inclusive all taxes except GST.
5. The vendor should agree to all the terms and conditions mentioned in this RFP.

6. The customization performed in the NETC acquirer system pertaining to business development/ as per Regulatory guidelines or mandate or instructions shall not be chargeable.
7. Payment to the vendor will be made monthly based on the income actually earned by the Bank as per the Revenue sharing percentage mentioned and agreed by vendor in above format.
8. While negotiating with toll plaza over interchange income sharing/ participating in IHMCL, NHAI, State authorities, Local authorities, Municipalities, Malls, Airport Authorities or any other authorities working for accepting payment through FASTag mode the price will be quoted post mutual agreement with vendor.

We certify that all the components quoted above include cost of all activities and prices quoted are all in compliance with the terms stipulated in the RFP.

We also confirm that we agree to all the terms and conditions mentioned in this RFP

Place: Signature:
Date: Name:
                                                   Designation:

Annexure H – Non-Blacklisted Undertaking

Undertaking by the Bidder in their letter head

Date

To
The Asst General Manager
Digital Banking, Bank of Baroda,
2nd Floor, Baroda Bhavan,
R C Road, Alkapuri,
Vadodara - 390 007

Dear Sir(s),
Sub: Selection of Vendor for Implementation of National Electronic Toll Collection (NETC) for Acquirer on Revenue sharing Model

a) With reference to your RFP on NETC, We, M/s _____, the undersigned, hereby confirm that we have read and understand the eligibility criteria and fulfill the same.

b) We further confirm that all the information as per requirement of the Bank have been included in our bid.
c) Further, we hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.

d) We have not been blacklisted by any Nationalized Bank/RBI/IBA or any other Government agency/ICAI. No legal action is pending against us for any cause in any legal jurisdiction.

(Signature and the capacity of the person duly authorized to sign the bid for and on behalf of)