



Bank of Baroda

**Request for Proposal - Empanelment
of Software Developers**

Bank of Baroda

5th October 2017

RFP Reference: BCC:IT:PROC:109:80



[A] Important Dates:

#	Particulars	Timeline
1	RFP Issuance Date	5 th October 2017
2	RFP Coordinator Name, Contact details (Bank)	1. Mr. Arnab Das, Manager (IT) 2. Contact No. - 022-6698 3228 / 3089 / 1556 3. Email: rfp.it.procurement@bankofbaroda.com 4. Postal Address: The Chief Manager (IT Procurement), Bank of Baroda, C-34, G-Block, Baroda Sun Tower, 7 th Floor, Project Office, BKC, Mumbai-400051
3	Last Date of Written request for Clarifications Before the Pre-bid Meeting	11:00 AM on 11 th October 2017
4	Pre-bid Meeting	2:00 PM on 12 th October 2017 at Bank of Baroda, Baroda Sun Tower, Bandra Kurla Complex, Mumbai – 400051
5	Last Date of Submission of RFP Response (Closing Date)	2:30 PM on 26 th October 2017 at Bank of Baroda, Baroda Sun Tower, Bandra Kurla Complex, Mumbai – 400051
6	Eligibility Cum Technical Bid Opening Date	3:00 PM on 26 th October 2017 at Bank of Baroda, Baroda Sun Tower, Bandra Kurla Complex, Mumbai - 400051
7	Commercial Bid	The commercial quotes are not required to be submitted at the time of tender submission by the vendors. Commercial quotations will be invited by Bank from empanelled vendors only as per the requirement.
8	Application Money	Rs. 20,000/- (Rupees Twenty Thousand only)
9	Bid Security (Earnest Money Deposit)	Rs. 1,00,000/- (Rupees One Lakh Only)



[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank, BOB means 'Bank of Baroda'
2. Recipient, Respondent, Vendor, Bidder, SI means the respondent to the RFP document
3. RFP means the Request For Proposal document
4. Bidder / Vendor, Bank shall be individually referred to as 'Party' and collectively as 'Parties'
5. Tender means RFP response documents prepared by the vendor and submitted to Bank of Baroda
6. SI means system integrator

Confidentiality:

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



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1. Introduction

1.1 Introduction and Disclaimer

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda (“the Bank”) to enrolling additional software developers to our existing empanelment of software developers valid till 6th January 2020, who shall carry out Bank’s various Software Application development / customization activity requirements and related activities as detailed in the RFP. Software development / customization are ongoing processes in the Bank to meet its functional, regulatory, security and performance requirements. **The existing empanelled vendors need not to participate for this RFP since their empanelment is valid till 6th January 2020.**

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

1.2 Information Provided

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

1.3 For Respondent Only

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

1.4 Confidentiality

The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The RFP



document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to the Bank. The Bank may update or revise the RFP document or any part of it. The Recipient accepts that any such revised or amended document will be subject to the same confidentiality undertaking.

The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with the Bank or any of its customers or suppliers without the prior written consent of the Bank.

1.5 Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

1.6 Costs Borne by Respondents

All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.

1.7 No Legal Relationship

No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.

1.8 Recipient Obligation to Inform Itself

The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.



1.9 Evaluation of Offers

Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the empanelment of software developer, not limited to those selection criteria set out in this RFP document.

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

1.10 Errors and Omissions

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than last date of receiving clarifications as specified in Section 2.6.

1.11 Acceptance of Terms

A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document.



2. RFP Response terms

2.1 Lodgment of RFP Response

2.1.1 Application Money

Application Money as mentioned in “[A] Important Dates – Application Money” by way of Bankers Cheque / Demand Draft / Pay Order favoring Bank of Baroda, payable at Mumbai, which is non refundable, must be submitted separately along with RFP response. The Bank may, at its discretion, reject any vendor where application money has not been furnished with RFP response.

2.1.2 RFP Closing Date

RFP Response should be received by the officials as indicated in “[A] Important Dates – Last Date of Submission of RFP Response (Closing Date)” as per the details given in this Section.

2.2 Registration of RFP Response

Registration of RFP response will be affected by the Bank by making an entry in a separate register kept for the purpose upon the Bank receiving the RFP response in the above manner. The registration must contain all documents, information, and details required by this RFP. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through Fax mode, the RFP is liable to be summarily rejected.

All submissions, including any accompanying documents, will become the property of the Bank. The Recipient shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents.

2.3 Late RFP Policy

RFP responses received after the deadline for lodgment of RFPs may be registered by the Bank and may be considered and evaluated by the evaluation team at the absolute discretion of the Bank. Respondents are to provide detailed evidence to substantiate the reasons for a late RFP submission. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.



2.4 RFP Validity period

RFP responses must remain valid and open for evaluation according to their terms for a period of at least 180 days from the RFP opening date. The Bank shall have the right at its sole and absolute discretion to continue the assignment/contract on the selected vendor for future requirement for various items/activities as described in the RFP after expiry of current assignment period.

2.5 Empanelment period

The empanelment will be valid for a period till 6th January 2020 from the date of empanelment letter. Irrespective of the initial / extended period, the empanelment will deem to be operative until close of assigned projects, and hence agencies deploying resources should ensure the resources availability until completion of the work in hand which will under no circumstances extend to more than 3 months after the finishing of the empanelment with the Bank.

The review of Panel may be conducted at an interval decided by the Bank, and the Bank may revisit any of the condition of this empanelment during review. The review process may be limited to the existing panel of Vendors and/or if considered necessary, Bank may adopt open RFP/Tender process to empanel new Vendor(s). The Bank at its discretion can remove any of the Vendors from its panel based on the review and user feedback.

2.6 Requests for Information

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

All questions relating to the RFP, technical or otherwise, must be in writing and addressed to the addresses given in 2.12. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications. All queries / clarifications requested must be addressed in the format as per Annexure 09 – Comments Format only.

The Respondent must communicate the same in writing on or before last date of receiving request for clarification as per details given in RFP. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Respondents in the manner specified. However, the Bank will not answer any communication initiated by the Respondents later than date given in “[A] **Important Dates – Last Date of Written Request for Clarifications Before the Pre-bid Meeting**”

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



Respondents should invariably provide details of their email address (es) as responses to queries will only be provided to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.

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

2.7 Notification

The Bank will notify the Respondents in writing as soon as practicable after the RFP Evaluation Complete date, about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.

2.8 Disqualification

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

2.9 Language of Tender

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

2.10 Formats of Bids

The vendors should use the formats prescribed by the Bank in the tender for submitting the bids.

The Bank reserves the right to ascertain information from the banks and other institutions to which the vendors have rendered their services for execution of software development projects.

2.11 Timeframe

The timeframe provided in point “[A] Important Dates” above is for the overall selection process. The Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process. The time schedule will be strictly followed. Interested parties are expected to adhere to these timelines. However, the Bank reserves the right to change the aforementioned timelines.

2.12 RFP Response Submission Details

Eligibility & Technical bids shall be submitted in sealed envelopes super scribing:



“ELIGIBILITY CUM TECHNICAL BID FOR BANK OF BARODA - EMPANELMENT OF SOFTWARE DEVELOPERS – TENDER REFERENCE NO. SUBMITTED BY ON AT MUMBAI, DUE DATE CATAGOTY APPLIED FOR:(GENERAL / FINACLE ONLY)

VENDOR DETAILS:

NAME, EMAIL ADDRESS, CONTACT NUMBER”

on the top of the envelope. The envelope should also have the Application Money Demand Draft / Banker’s Cheque as per 2.1.1 and the EMD as per 2.13. This envelope should also have the CD of Technical Bid Content.

The RFP response document should be submitted to the Bank in duplicate in paper copies i.e. two sets of envelope (One containing original and the other having the duplicate set) clearly mentioning ORIGINAL/DUPLICATE in each envelope set

Eligibility cum Technical Bid

- ▶ Annexure 01 – Eligibility & Technical Bid - Table of Contents (list of document enclosed)
- ▶ Covering letter certifying eligibility criteria compliance (Eligibility criteria as defined in Annexure 02) as per respective category applied for (Annexure 2A / 2B). Vendors participating in the RFP process for Empanelled as Software Developers (For Finacle Development / Customization only), need to submit a letter duly sealed and signed by Authorized Signatory stating that the vendor is willing for getting empanelled only for Finacle development / customization along with their bid response.
- ▶ Annexure 02 - Duly filled up Eligibility Criteria Compliance. Supporting credential letters or copies of documentation from clients or purchase order copies certifying eligibility criteria compliance. as per respective category applied for (Annexure 2A / 2B).
- ▶ Application Money, Bid Security money (Earnest Money deposit) and Bid Security Letter as per Annexure 03. The RFP response without accompanying the Demand Draft / Banker’s Cheque / Bank Guarantee towards Application Money / Bid Security are liable to be rejected
- ▶ Annexure 04 - Bid Security Undertaking (if Earnest Money deposit in the form of a bank guarantee)
- ▶ Annexure 05 - Undertaking from the Vendor
- ▶ Annexure 06 - Escalation Matrix / Point of Contact with First Level Contact, Second Level Contact, Regional & Zonal head, Country Head Details along with their Name, Contact Number (Land Line & Mobile), Email id.
- ▶ Annexure 07 - Conformity with Hardcopy letter
- ▶ Annexure 08 - Conformity Letter
- ▶ Executive Technical Summary: The Executive Summary should be limited to



a maximum of five pages and should summarize the content of the response. The Executive Summary should initially provide an overview of the vendor’s organization and position. A summary of the Vendor’s services related to the proposal should be provided as a part of this empanelment. A brief description of the unique qualifications of the Vendor should then be provided followed by a summary on capabilities such as past experience of development and customization for financial Institute/organization. Information provided in the Executive Summary is to be presented in a clear and concise manner.

- ▶ Copy of the tender document along with the addendum duly putting the seal and signature on all the pages of the document for having noted contents and testifying conformance of the terms and conditions.
- ▶ One Compact Disk (CD) containing the soft copy of the Annexures and the scanned copies of credential letters / Purchase orders / supporting documents. On compact disk following details should mentioned properly:

RFP Name:

RFP Ref :

Vendor Name:

- ▶ PF coverage letter for their employees issued by the Employees Provident Fund Organization
- ▶ Letter of authorization from the company authorizing the person to sign the tender response and related documents.

IMPORTANT POINTS TO BE NOTED

- a) The sealed bid envelopes should be delivered to the RFP Coordinator at the postal address mentioned in point “[A] Important Dates – 2. RFP Coordinator Name, Contact Details (Bank)”. The Bank has established a RFP coordinator to provide a venue for managing vendor relationship and other requirements through the Bank’s decision making body for clarification. All the queries and communication must be addressed to the RFP coordinator / contact personnel from the Bank.
- b) The RFP response documents should be submitted to the Bank in duplicate in paper copies i.e. two sets of envelope (One containing original and the other having the duplicate set). All envelopes should be securely sealed and stamped. Any discrepancy between the original & duplicate, the original document will prevail.
- c) The proposal should be prepared in English in MS Word / Excel / Powerpoint format.
- d) All letters must be addressed to the following:
The General Manager
Chief Technology Officer &



Head – IT Projects and CRM
Bank of Baroda, Baroda Sun Tower
C-34, G-Block, BKC, Mumbai-51

- e) Only one submission of response to RFP by each Respondent will be permitted.
- f) All responses would be deemed to be irrevocable offers / proposals from the Respondent and may if accepted by the Bank form part of the final contract between the Bank and selected Respondent.
- g) Unsigned responses would be treated as incomplete and are liable to be rejected.

2.13 Earnest Money Deposit

The vendors will have to submit the Earnest Money Deposit (EMD – Bid Security) while submitting their bid at the rate stipulated by the bank in point “[A] **Important Dates – Bid Security (Earnest Money Deposit)**”. The earnest money deposit is required to protect the Bank against the risk of Vendor’s conduct.

The Earnest Money Deposit shall be denominated in the Indian Rupees only and shall be in the form of a Demand Draft favoring “Bank of Baroda” payable at BKC, Mumbai or a bank guarantee of an equal amount issued by a Commercial Bank located in India (other than Bank of Baroda), which is valid for 8 months, in the form provided in the RFP (Annexure 04 - Bid Security Form). Any bid not secured in accordance with the above will be rejected by Bank of Baroda as non-responsive.

The earnest money deposit of a vendor may be forfeited or the bank guarantee in lieu of EMD may be invoked by the Bank if the vendor withdraws its bid during the bid validity period.

Unsuccessful Vendor’s who has not been empanelled - Earnest money deposit or bank guarantee will be returned by the Bank within two weeks from closure of empanelment process no interest shall be paid on earnest money deposit to unsuccessful Vendors.

Successful Empanelled Vendor’s – The empanelled vendor’s earnest money deposit will be adjusted against the security deposit requirement. In case of Bank Guarantee submitted as EMD the empanelled vendor shall have a provision to provide an amendment to the submitted Bank Guarantee or issue a fresh guarantee for the period of the empanelment plus 3 months. The EMD of the successful empanelled vendor may be forfeited or the bank guarantee in lieu of EMD may be invoked by the Bank if the vendor fails to furnish security deposit within 15 days from the date of empanelment by the Bank for any reason whatsoever.

MSEs (Micro and Small Enterprise (MSE) are exempted from paying the



application money and Earnest Money deposit amount for which the concerned enterprise needs to provide necessary documentary evidence. For MSEs Government of India provisions shall be considered while evaluating the tender.

2.14 Commercial Bid

The commercial quotes are not required to be submitted at the time of tender submission by the vendors. Commercial quotations will be invited by Bank from empanelled vendors during the period of empanelment based on Bank's requirements. Bank as part of the closed tendering process may ask the empanelled vendor to submit their commercials for the specified skills as per requirement of the project / Bank. Bank may request the Vendor to expressly mention the manpower rate for the specified skills required for the project.

Those vendors who become empanelled and do not submit the commercial quotes on banks request, Bank will have discretion to disqualify the vendor from empanelment process and thereafter will not be eligible to participate in any of banks requirement during the empanelment period. The Security Deposit submitted by the vendor will be forfeited.

Commercial quote should be submitted as and when the same is invited by the Bank in sealed envelope. The least cost vendor shall qualify as the L1 vendor. The vendor is expected not to add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.

The Commercial Offer should give all relevant price information and should not contradict the Technical Offer in any manner. There should be no hidden costs for items quoted. The offer must be made in Indian Rupees only and the offer should include all applicable taxes and other charges, if any. Bank is not responsible for the arithmetical accuracy of the bid. The vendors will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the vendor. The Bank at a later date will not accept any plea of the vendor or changes in the commercial offer for any such assumptions.



3. Project Details

3.1 Introduction and Project Overview

Bank of Baroda desires to empanel Software Developers who shall carry out Bank's various Software Application development / customization activity requirements and related activities as detailed in the tender.

3.2 Purpose

Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051 (hereinafter referred to as the "Bank") which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this bid document, hereinafter called RFP, to eligible Vendors, hereafter called as 'Bidders or Vendors', to participate in the competitive bidding for empanelment of Software Developers.

The Bank, for this purpose, invites proposal from Vendors who are interested in participating in this RFP and must fulfill the eligibility criteria mentioned under Annexure 02A / 02B and also in a position to comply with the technical requirement mentioned in Annexure 10 and provide the required proposal.

Apart from the above the vendor must also agree to all our terms & conditions mentioned under this RFP.

3.3 Project Scope

The software development / customization activities are ongoing activities in the Bank. The Banks have critical applications like CBS, ATM, INB etc for its domestic as well as international operations and several other important applications. There are several peripheral applications around these application or standalone applications developed internally or by different Vendors. Bank also has applications running on Mobile device of various platforms.

The Bank will empanel vendors through this process to carry out Bank's software development / customization activities. However, whether to carry out the software/ mobile application development/ customization work, in any of the areas, by using the services of empanelled Vendor(s) or not will be the decision of the Bank and will be binding on the Vendors.

Bank will Empanel Software developers for the following two categories:

- 1) Empanelment of Software Developers (General Category).
- 2) Empanelment of Software Developers (for Finacle Development / Customization only)

Vendors empanelled as Software Developers (in general category) will be able to



participate for Bank's software development / customization requirement which will comply with Vendor's technical compatibility (including Finacle CBS). Vendor need to specify their technical compatibility as part of their technical bid.

Vendors empanelled as Software Developers (for Finacle development / customization only) will be able to participate for Bank's Finacle development / customization requirement only

The scope shall involve study, design, development, integration, testing and implementation of software. Scope of work of the empanelled software vendors will include application development in the different areas which would include customization of a product / solution in terms of adding new functionalities / changes, integration of new modules in an existing product / solution or developing a new software solution or related activities like database support etc. The broad scope of services during implementation phase shall be:

- a) System study and design.
- b) Application software development
- c) Data preparation.
- d) Training and capacity building.
- e) Application Roll out and Go live.

The empanelled Vendors will be approached by the Bank based on its requirement to participate in the closed tendering process to carry out software application development / customization work. Bank has the discretion to not consider the empanelled Vendor/s for the specific work, if they do not possess the necessary skill set required in carrying out that work. Applicants are requested to specify their detailed technical skills as in Annexure 11 under respective Technical criteria. The vendors may not be considered for the specific work, if the skill set is not available with the Vendor as per information provided.

The commercial quotes are not required to be submitted at the time of tender submission by the vendors. Commercial quotations will be invited by Bank from empanelled Vendors as stated above for the manpower rate on the specified skills as per requirement of the project / Bank. The detail scope of work will be shared for each of the requirement while calling commercials.

The Vendor should provide to the Bank the following:

- a) Source code, object code / executable code, unit test cases, unit test code, and compilation procedures (build/make file, build scripts etc), Source code quality report using reputed Code Quality Tools, Test Scripts for CIT / SIT / UAT of the developed application / customizations and subsequent upgrades, if any.
- b) Transferring the ownership of all software developed / customized / configured / procured. All licenses & support related documents should be in the name of Bank.



- c) All necessary functional and technical documentation (Technical specifications, Integration specifications, Application architecture/design, Integration architecture / design, Test Cases documentation for CIT / SIT / UAT, Deployment guide on infrastructure servers, and Release notes) must also be delivered with every source code delivery for any change.
- d) The Intellectual Property Rights on the developed software code will be with the Bank.
- e) The Vendor is agreement with the Bank to execute the contract and NDA as per format of the Bank. The contract format along with NDA will be shared with eligible vendor.
- f) Consortium is NOT permitted to Bid
- g) Subcontracting is NOT permitted.
- h) The software development will be carried out as per standard software development process and taking into consideration best practices followed worldwide.
- i) The software developed should be compatible with the current infrastructure of the Bank and also should be forward compatible.
- j) The vendor shall undertake to provide appropriate human as well as other resources required as per Bank's requirement, to execute the various tasks assigned as part of the project, from time to time.
- k) The Bank may decide to have mixed set of in-house and Vendor's resources for sustainable good quality of software development and Vendor should be agreeable to work under this setup and should agree to transfer necessary knowledge and skills to Bank personnel such as - Functional Specifications, Technical specifications, Integration specifications, Application architecture / design, Integration architecture / design, Test Cases document (for CIT / SIT & UAT), Deployment guide on infrastructure servers, and Release notes are mandatory deliverables apart from Source code & Build guides.
- l) If any existing empanelled vendor is de-listed for any reason, their candidature will not be considered for one year from the date of delisting.
- m) Bank may re-visit any of the conditions of this tender.
- n) The application development / customization work carried by the empanelled Vendor(s) will be subject to unit testing, system integration testing & user acceptance testing and security audit as applicable. However, no additional fees / charges would be payable by the Bank for the rectification of errors detected during the testing / audit process.
- o) Vendor should ensure to provide separate team for software development and software testing.
- p) The application software developed by the empanelled Vendor will have warranty period of one year and maintenance support for the same should be



provided by the empanelled Vendor at no extra cost to the Bank during the warranty period.

- q) Maintenance / support after warranty period needs to be provided by the Vendor as per Bank's requirement. AMC / ATS cost shall be included during the requirement stage.
- r) Bank shall have the right to cancel the panel of vendors at any time, without thereby incurring any liabilities to the affected applicants. Reasons for cancellation, as determined by Bank in its sole discretion include but are not limited to, the following:
 - Services contemplated are no longer required.
 - Scope of work not adequately or clearly defined due to unforeseen circumstance and / or factors and / or new developments.

3.4 Change Requests / Management

Bank will be set up a mechanism for taking decisions regarding requests for changes. Bank's may at any time, by a written order given to the vendor, make changes within the general scope of the Agreement in any one or more of the following:

- a) Designs, specifications, requirements which software or service to be provided under the Agreement are to be specifically developed and rendered for Bank.
- b) Schedule for deployment Acceptance.
- c) The place of delivery and / or the services to be provided by the vendor.

The change request / management procedure will follow the following steps:

- a) Identification and documentation of the need for the change - The information related to initiator, initiation date and details of change required and priority of the change will be documented by Bank.
- b) Analysis and evaluation of the Change Request - Impact of the change in terms of the estimated effort, changed schedule, cost and the items impacted will be analyzed and documented by the vendor.
- c) Approval or disapproval of the change request – Bank will approve or disapprove the change requested including the additional payments for software development, quoted man-month rate shall be used for cost estimation, efforts of all technical resources- project manager, analyst, software developer, testing engineer, database architecture etc. shall be taken into account for total man-month estimation to carry out the software development resulting from the change request. For all technical resources irrespective of their experience and specialization, the quoted man-month rate shall be used. Efforts of support staff shall not be taken into consideration for this purpose.



- d) Implementation of the change - The change will be implemented in accordance to the agreed cost, effort, and schedule by the selected vendor.
- e) Verification of the change - The change will be verified by Concern Department of the Bank on implementation of the change request.

All changes outside the scope of supplies agreed to herein which may have likely financial implications in terms of the overall cost / time of the project shall be undertaken by the vendor only after securing the express consent of the Bank. In the event that the consent of Bank is not received then the change will not be carried out. While approving any change request, if required, Bank's may ask the vendor to deploy the required resources on-site.

If any such change outside the scope of supplies agreed to herein causes an increase or decrease in cost of, or the time required for, firm's performance of any provisions under the Agreement, equitable adjustments shall be made in the Agreement Price or Delivery Schedule, or both, and the Agreement shall accordingly be amended. Any claims by firm for adjustment under this must be asserted within 30 (thirty) days from the date of vendor receiving the Bank's change order which shall not be unreasonably withheld or delayed.

Please note: for change requests pertaining to the application development scope, the vendor needs to justify the change request and submit the effort estimation required for making necessary changes in the application. Bank shall verify the estimated effort details submitted by the Selected vendor and the final effort required for executing the change request shall be mutually agreed between the Selected vendor and the Bank. Necessary payments shall be made to the vendor as per the man month rate quoted in the commercial bid for Application Development at the time Bank raises a requirement while calling for quotations.

3.5 Service Levels

Service Levels (if any) are defined as part of Annexure 12, however if there are any changes in the Service Level criteria the same shall be defined by the Bank at the time the commercials are invited from the empanelled vendors.



4. Evaluation process

The competitive bids shall be evaluated in two stages:

- ▶ Stage 1 – Eligibility Cum Technical Bid
- ▶ Stage 2 – Commercial Bid

During evaluation of the Tenders, the Bank, at its discretion, may ask the Vendor for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted. The Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the vendors to this document and bank will not entertain any correspondence in this regard. The objective of evolving this evaluation methodology is to facilitate the selection of the most suitable Software Developer who meets the functional / technical requirement of the Bank.

4.1 Eligibility Cum Technical Bid

Eligibility criterion for the Vendor to qualify this stage is clearly mentioned in Annexure 02 – Eligibility Criterion Compliance to this document. The vendor participating in this RFP process for empanelment as Software Development (General category) need to comply as per the eligibility criteria mentioned in Annexure 2 A) and vendors participating for empanelment as Software Developers (for Finacle development / customization only) need to comply eligibility criteria mentioned in Annexure 2 B). The vendor would need to provide supporting documents as part of the eligibility proof.

The Technical Proposal will be evaluated only for those respondents who are fulfilling the eligibility criteria. The Technical Proposal will be evaluated for technical suitability as mentioned in Technical Requirement as part of Annexure 10 and Technical Skill Set as part of Annexure 11. The vendor needs to achieve a cut – off score of 70 marks in this evaluation stage to be technically qualified. The Technical Proposal will be evaluated for technical suitability and the criteria for evaluation of technical bids are as under:

Technical Evaluation for Vendor participating for Empanelment as Software Development (General Category) :

S. No.	Criteria	Evaluation Parameters	Sub Scores
1	Experience in Banking / BFSI area	2 Client References should be provided, where vendor has experience in large scale project* in Banks. Each reference would carry 15 marks (With maximum marks as	30



S. No.	Criteria	Evaluation Parameters	Sub Scores
		30)	
2	Experience in Core Banking Development / Internet Banking Development / Payment Systems	2 Client References should be provided, where vendor has experience in large scale project* in CBS / INB / Payment Systems/credit solutions/ERP. Each reference would carry 15 marks (With maximum marks as 30)	30
3	Mobility / Social Media	5 Client References should be provided, where vendor has experience in large scale project* in Mobility / Social Media. Each reference would carry 4 marks (With maximum marks as 20)	20
4	Data Warehousing	2 Client References should be provided, where vendor has experience in large scale project* in Data Warehousing. Each reference would carry 5 marks (With maximum marks as 10)	10
5	Presentation	Project Management, Deployment methodologies and technical capabilities.	10
TOTAL MARKS			100

*** Large Scale Project would mean projects whose total value is Rs. 20 Lakhs or above. All reference details required as part of the above table needs to be provided as per the table of reference briefed below**

Technical Evaluation for Vendor participating for Empanelment as Software Developers (for Finacle Development / customization only):

S. No.	Criteria	Evaluation Parameters	Sub Scores
1	Experience in Banking / BFSI	2 Client References should be provided, where vendor has	30



S. No.	Criteria	Evaluation Parameters	Sub Scores
	area	experience in large scale project** in Banks. Each reference would carry 15 marks (With maximum marks as 30)	
2	Experience in Finacle Development Customization	4 Client References should be provided, where vendor has experience in large scale project** in Finacle development / customization. Each reference would carry 15 marks (With maximum marks as 60)	60
5	Presentation	Project Management, Deployment methodologies and technical capabilities.	10
TOTAL MARKS			100

**** Large Scale Project would mean projects whose total value is Rs. 5 Lakhs or above. All reference details required as part of the above table needs to be provided as per the table of reference briefed below**

TABLE OF REFERENCE

S.No.	Client Reference	Details to be Provided
1	Reference Company Details	<p>Contact Person Details</p> <ul style="list-style-type: none"> a) Name b) Designation c) E-mail id d) Contact No. <p>Along with Company Reference Purchase Order / Contract Document / Customer Credentials / self certified letter on the bidder letter head clearly mentioning the complete customer details like organization name, address, contact id, contact no. etc.</p>
2	Name of the Project	Brief Description of project executed



S.No.	Client Reference	Details to be Provided
3	Project Details	a) Total number of Persons worked on the project b) Start and End date of the Project c) Duration of the Project
4	Technologies used	Details of Technology used during the Project execution

Further the Bank’s officials would visit reference sites provided by the Vendor if deemed necessary.

In case there is only one vendor having technical score of 70 or more, the Bank may, at its sole discretion, also consider the next highest technical score and qualify such vendor. In case, none of the participating vendors qualify on technical criteria and reach or exceed the cut-off score of 70, then the Bank, at its sole discretion, may qualify two vendors on the basis of the top 2 scores. However, the Bank at its discretion may reject the proposal of the Vendor or will not consider vendor below cutoff marks by relaxing as mentioned above, if in the Bank’s opinion the Vendor could not present or demonstrate their software development skills / services as described in the proposal or in case the responses received from the customer contacts are negative or the technicality does not meet Bank’s technical requirement. Vendors who meet these criteria would only qualify as empanelled vendors.

4.2 Commercial Bid Evaluation

Vendors who meet the above eligibility and technical criteria would only qualify as empanelled vendors for respective technologies. The commercial quotes are not required to be submitted at the time of tender submission by the vendors. Commercial quotations will be invited by Bank from empanelled vendors during the period of empanelment based on Bank’s requirements. Bank as part of the closed tendering process may ask the empanelled vendor to submit their manpower rate for the specified skills as per requirement of the project / Bank.

Those vendors who become empanelled and do not submit the commercial quotes on banks request, Bank will have discretion to disqualify the vendor from empanelment process and thereafter will not be eligible to participate in any of banks requirement during the empanelment period. The Security Deposit submitted by the vendor will be forfeited.

Commercial quote should be submitted as and when the same is invited by the Bank in sealed envelope. The least cost vendor shall qualify as the L1 vendor. The vendor is expected not to add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.



5. Terms and conditions

5.1 General

5.1.1 General Terms

- 5.1.1.1 The Bank expects the vendor to adhere to the terms of this tender document and would not accept any deviations to the same.
- 5.1.1.2 Unless expressly overridden by the specific agreement to be entered into between the Bank and the vendor, the tender document shall be the governing document for arrangement between the Bank and the vendor.
- 5.1.1.3 The Bank expects that the vendor appointed and empanelled under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.
- 5.1.1.4 Unless agreed to specifically by the Bank in writing for any changes to the tender document issued, the vendor responses would not be incorporated automatically in the tender document.

5.1.2 Rules for Responding to this RFP

- 5.1.2.1 All responses received after the due date / time as mentioned in “[A] **Important Dates – Last Date of Submission of RFP Response (Closing Date)**” would be considered late and would be liable to be rejected.
- 5.1.2.2 All responses should be in English language. All responses by the vendor to this tender document shall be binding on such vendor for a period of 180 days after opening of the bids
- 5.1.2.3 All bid responses would be deemed to be irrevocable offers / proposals from the vendors and may be accepted by the Bank to form part of final contract between the Bank and the selected vendor/s. Unsigned responses would be treated as incomplete and are liable to be rejected.
- 5.1.2.4 The bids once submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted by the Bank. In case, due to unavoidable circumstances, the Bank does not award the contract within six months from the last date of the submission of the bids, and there is a possibility to award the same within a short duration, the vendor would have the choice to maintain the EMD or bank guarantee in lieu of EMD with the Bank or to withdraw the bid and obtain the security provided.
- 5.1.2.5 The vendor 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 prescribed for submission of offers. No offer can be modified or withdrawn by the vendor subsequent to the closing date and time for submission of the offers.

- 5.1.2.6 It is mandatory to submit duly filled in details in the formats provided along with this document. The Bank reserves the right not to allow / permit changes in the technical requirements and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- 5.1.2.7 In case of discrepancy in soft copy and hard copy of the bids, the vendors agree that Bank can consider hard copy as final and it will be binding on the vendor. The Bank in this case may also reject the offer outright.
- 5.1.2.8 The vendor at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions and other schedules as mentioned in the tender document circulated by the Bank. Vendor shall be fully responsible for deviations to the terms & conditions etc. as proposed in the tender document.
- 5.1.2.9 If related parties (as defined below) submit more than one bid then both /all bids submitted by related parties are liable to be rejected at any stage at Bank's discretion:
 - a) Bids submitted by holding company and its subsidiary
 - b) Bids submitted by two or more companies having common director/s
 - c) Bids submitted by two or more partnership firms / LLPs having common partners
 - d) Bids submitted by two or more companies in the same group of promoters / management
 - e) Any other bid in the sole discretion of the Bank is in the nature of multiple bids.

5.1.3 Price Bids

- 5.1.3.1 Price Bids will be invited by Bank from empanelled vendors only during the period of empanelment based on Bank's requirements. The date for opening of price bids would be communicated separately to the empanelled Vendors.
- 5.1.3.2 Bank based on its requirement shall call for price bid from the empanelled vendors. The price bid should adhere to the following:
 - 5.1.3.2.1 The vendor is requested to quote in Indian Rupee (INR). Bids in currencies other than INR would not be considered.



- 5.1.3.2.2 The prices and other terms offered by vendors must be firm for an acceptance period of 180 days from the opening of the commercial bid.
- 5.1.3.2.3 Prices quoted by the Vendor should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals. The Vendor is expected to provide the GST amount and GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- 5.1.3.2.4 In case of any variation (upward or down ward) in Government levies / taxes / cess / duties etc. which has been included as part of the price will be borne by the Vendor. Variation would also include the introduction of any new tax / cess/ duty, etc provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like GST and any taxes introduced instead of GST and levies associated to GST or any new taxes introduced after the submission of 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. Necessary documentary evidence should be produced for having paid any tax/cess/duty, if applicable, and or other applicable levies
- 5.1.3.2.5 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 GST 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.
- 5.1.3.2.6 Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected Vendor will be final and binding on the vendor and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the vendor should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any



contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the vendor”.

- 5.1.3.2.7 Based on the Bank’s requirements, the vendor should identify the best-suited option which is cost-effective and which would meet the Bank’s requirements and quote for the same. In case the vendor quotes more than one option then the response would be considered as improper and liable to be rejected. The vendor should not give options to the Bank to select from his offer. The vendor is expected to select the best option and quote for the same in his offer.
- 5.1.3.2.8 The vendor is required to quote for all the components / services as per Bank’s requirement. In case the vendor does not quote for any of the components / services, the response would be deemed to include the quote for such unquoted components / service at no extra cost to the Bank. The Bank shall ascertain and conclude that everything as mentioned in the RFP and future Bank’s requirements circulated to the vendors and responded by the vendor have been quoted for by the vendor, and there will be no extra cost associated with the same in case the vendor has not quoted for the same.
- 5.1.3.2.9 In the event the Bank has not asked for any quotes for alternative prices, and the vendor furnishes the alternative price in the vendor’s financial bid, the higher of the prices will be taken for calculating and arriving at the Total Cost of Ownership. However payment by the Bank will be made at the lower price. The Bank in this case may also reject the offer outright.
- 5.1.3.2.10 In the event optional prices are not quoted by the vendor, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the participating vendor will be taken as the costs, for such alternatives and also for arriving at the Total Cost of Ownership for the purpose of evaluation of the defaulting / deviating vendor. The same item has to be supplied by the vendor free of cost.
- 5.1.3.2.11 The Bank is not responsible for any assumptions or judgments made by the vendor for arriving at any type of costing. The Bank at all times will benchmark the performance of the vendor to the RFP and other documents circulated to the vendor and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the vendor must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents. The Bank shall not be responsible for any assumptions made by the vendor.



5.1.3.2.12 All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the vendor to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The vendor cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.

5.1.4 Price Comparisons

5.1.4.1 The Price offer shall be on a fixed price basis and should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals. The Vendor is expected to provide the GST amount and GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation in the prices once the prices are fixed and agreed to by the Bank and the vendors during the course of the contract and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

5.1.4.2 Normalization of bids: The Bank will go through a process of evaluation and normalization of the bids to the extent possible and feasible to ensure that vendors are more or less on the same ground of evaluation. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the empanelled vendors to resubmit the commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The vendors agree that they have no reservation or objection to the normalization process and all the empanelled vendors will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The vendors, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

5.1.4.3 The Vendor is expected to provide for services which are required to be extended by the Vendor in accordance with the terms and conditions of the contract.

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

5.2 Performance Guarantee

5.2.1 During the period of empanelment if the Bank places an order for any



software development requirement with the successfully empanelled vendor then the successful vendor shall provide a Performance Guarantee within 30 days from the date of each such order by the Bank in the format as provided in Annexure 04 to the extent of 10% of the total order value for the entire period of the contract plus 3 months. The successful vendor needs to provide an amendment to the previous submitted PBG in case further orders are placed with the same vendor during the period of empanelment.

- 5.2.2 In the event of non-performance of obligation or failure to meet terms of this Tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the vendor. Any amount pending for payment due to non achieving of milestone/s set under the order or any other reason solely attributable to the vendor should be included in the remaining amount of the order value.
- 5.2.3 The Bank reserves the right to recover any dues payable by the selected vendor from any amount outstanding to the credit of the selected vendor, including the pending bills and / or invoking Performance Guarantee, if any, under this contract.
- 5.2.4 If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order and the security deposit taken from the vendor, will be forfeited.

5.3 Security Deposit Requirement

- 5.3.1 The empanelled vendor has to deposit with the Bank an amount of Rs.1,00,000/- towards security deposit for the entire period of empanelment plus 3 months, within 15 days from the date of letter of empanelment.
- 5.3.2 The empanelled vendor's earnest money deposit will be adjusted against the security deposit requirement. In case of Bank Guarantee submitted as EMD the empanelled vendor shall have a provision to provide an amendment to the submitted Bank Guarantee or issue a fresh guarantee for the period of the empanelment plus 3 months.
- 5.3.3 The EMD of the successful empanelled vendor may be forfeited or the bank guarantee in lieu of EMD may be invoked by the Bank if the vendor fails to furnish security deposit within 15 days from the date of empanelment by the Bank for any reason whatsoever.
- 5.3.4 The security deposit would be for the entire period of the empanelment plus 3 months.

5.4 Others

- 5.4.1 The Vendor getting the order shall integrate / deploy their developed



- software at onsite locations designated by the Bank. The locations will be informed at the time the commercials are invited by the Bank from the empanelled vendors. Unless and until the locations are expressly mentioned by the Bank all deployment of software applications shall happen onsite only at Bank's Mumbai location. The software will be deemed accepted only after Go Live Closure Sign Off in the form of FAT (Final Acceptance Test). FAT should be signed by both Bank's identified Project Manager & vendor representative
- 5.4.2 Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to select a vendor shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- 5.4.3 By submitting a proposal, the vendor agrees to promptly contract with the Bank for any work awarded to the vendor. Failure on the part of the awarded vendor to execute a valid contract with the Bank will relieve the Bank of any obligation to the vendor, and a different vendor may be selected based on the selection process.
- 5.4.4 The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the vendors. In the event the vendor is not willing to accept the terms and conditions of the Bank, the vendor may be disqualified. Any additional or different terms and conditions proposed by the vendor would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing
- 5.4.5 The vendor must strictly adhere to the delivery dates or lead times identified in their proposal and as agreed by the Bank. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Vendor's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the Vendor's inability to meet the established delivery dates or any other reasons attributing to the vendor then that vendor will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank for procuring similar deliverables and services.
- 5.4.6 The vendor shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The vendor represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an



inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the vendor at no additional cost to the Bank. The vendor also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the vendor of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the vendor to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.

- 5.4.7 The Vendor shall represent that the software provided and/or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The Vendor further represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the software and services (as applicable), and shall be prepared and maintained in accordance with the highest industry standards. The Vendor represents and agrees to obtain and maintain validity throughout the specified term, of all appropriate registrations, permissions and approvals, which are statutorily required to be obtained by the vendor for performance of the obligations of the vendor. The vendor further agrees to inform and assist the Bank for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Bank for availing services from the vendor.
- 5.4.8 All terms and conditions, payments schedules, time frame for expected service levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the vendor. The Bank shall not be responsible for any judgments made by the vendor with respect to any aspect of the Service. The vendor shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels etc. as mentioned in this tender document.
- 5.4.9 The Bank and the vendor covenants and represents to the other Party the following:
- 5.4.9.1 It is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.
- 5.4.9.2 It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized



and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.

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

5.4.9.3.1 Will not violate or contravene any provision of its documents of incorporation;

5.4.9.3.2 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;

5.4.9.4 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;

5.4.9.5 To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

5.4.10 The vendor shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.

5.4.11 The Bank would not assume any expenses incurred by the vendor in preparation of the response to this RFP and also would not return the bid documents to the Vendors

5.4.12 The Bank will not bear any costs incurred by the vendor for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.

5.5 Other RFP Requirements



- 5.5.1 This tender document may undergo change by either additions or deletions or modifications before the actual award of the contract by the Bank. The Bank also reserves the right to change any terms and conditions including eligibility criteria of the tender document and its subsequent addendums as it deems necessary at its sole discretion. The Bank will inform all vendors about changes, if any.
- 5.5.2 The Bank may revise any part of the tender document, by providing a written addendum at stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on Bank's website only.
- 5.5.3 The Bank reserves the right to extend the dates for submission of responses to this document.
- 5.5.4 Vendors shall have the opportunity to clarify doubts pertaining to the tender document in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to RFP Coordinator mentioned in "[A] Important Dates – RFP Coordinator", and should be received by the nominated point of contact in writing through email before the scheduled date as indicated in the schedule of timeframe. Responses to inquiries and any other corrections and amendments will be published on Bank's website in the form of addendum to tender document or through electronic mail; the preference for distribution would be with the Bank. The vendor, who posed the question, will remain anonymous.
- 5.5.5 Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all vendors and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.
- 5.5.6 Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all vendors for clarification of their offer. The Bank has the right to disqualify the vendor whose clarification is found not suitable to the proposed project.
- 5.5.7 No Commitment to Accept Lowest bid or Any Tender – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not



- be obliged to meet and have discussions with any Vendor, and / or to listen to any representations unless there is change in the terms and conditions of purchase
- 5.5.8 Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct information of the software developers / technical skills must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- 5.5.9 Price Discussion – It is absolutely essential for the Vendors to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful vendor in discussions on the prices quoted.
- 5.5.10 Details of Sub-contracts, as applicable – Subcontracting is NOT permitted.
- 5.5.11 If the Bank is not satisfied with the specifications as specified in the tender document and observes major deviations, the bids of such vendors will not be short-listed for further evaluation. No further discussions shall be entertained with such vendors in respect of the subject bid.
- 5.5.12 Vendor shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trade marks, copyrights etc or such other statutory infringements under any laws including the Copyright Act, 1987 in respect of software developed and provided by them to the Bank from whatsoever source, provided the Bank notifies the Vendor in writing as soon as practicable when the Bank becomes aware of the claim. However, (i) the Vendor has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Vendor, except where the Bank is required by any authority/regulator to make a comment/statement/representation.
- 5.5.13 The Vendor shall perform its obligations under this Tender as an independent contractor, and may engage subcontractors to perform any of the Deliverables or Services with prior permission from Bank. Neither this Tender nor the Vendor’s performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Vendor or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the



other Party.

5.5.14 The Vendor shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub contractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Vendor alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Vendor will make all required payments and deposits of taxes in a timely manner.

5.6 Terms of Reference

5.6.1 Contract Commitment

The Bank intends to empanel additional software developers to our existing empanelment of software developers which will be valid till 6th January 2020.

5.6.2 Delivery:

The delivery timelines will be defined at the time the commercials are invited from the empanelled vendors. Vendor will have to pay late delivery charges to Bank of Baroda @ 1% of the purchase order value inclusive of all taxes, duties, levies etc., per week or part thereof, for late delivery beyond due date of delivery, to a maximum of 5% of the total purchase order value inclusive of all taxes, duties, levies etc.. If delay exceeds five weeks from due date of delivery, Bank of Baroda reserves the right to cancel the respective purchase order. However Bank has discretion to revise penalty clause at the time of calling commercials.

If after placing order with the successful vendor the vendor is not able to provide software for reason whatsoever then a Non execution penalty charge of 5% of the purchase value inclusive of all taxes, duties, levies etc. will be charged as penalty by the Bank from the vendor. Bank at one time will either charge the vendor for late delivery charges or non execution penalty charge but not for both.

5.6.3 Warranty and Annual Technical Support

The application software developed by the empanelled Vendor will have warranty period of one year and maintenance support for the same should be provided by the empanelled Vendor at no extra cost to the Bank during the warranty period. However Bank has discretion to change warranty / AMC period at the time of calling commercials.

Maintenance / support after warranty period need to be provided by the Vendor as per Bank's requirement. AMC / ATS cost shall be included during the requirement stage. The broad activities to be conducted by the vendor during the Support and Maintenance Phase shall be detailed at the time commercial quotes are invited by the Bank.



5.6.4 Ownership, Grant and delivery

The Vendor shall provide to the Bank the Source code, object code / executable code which shall be exclusive, transferable, enterprise wide perpetual property of the Bank for all the software to be provided as a part of this project and / or as part of any Change Request in the future. The Bank can use the software at any of its branches and locations without restriction and use of software by service providers on behalf of the Bank would be considered as use thereof by the Bank and the software should be assignable / transferable to any successor entity of the Bank.

The software shall specifically include right

- A. To Use. (i) to use the executable code version of the Software and all Enhancements, Updates and New Versions made available from time to time solely for business operations of the Bank; (ii) to use the Program Documentation for purposes of installing or operating the Programs and supporting the use of the Software by the Bank; (iii) to use the technical Training Materials for purposes of supporting Users; (iv) to use the executable code version of the Software and all Enhancements, Updates and New Version made available from time to time for Test and Development, Training, Near DR, Disaster Recovery Site of the Bank. The Intellectual Property Rights on the developed software code will be exclusively with the Bank.
- B. To Copy. (i) to copy the Software that operates on server systems to support the users of the Bank; (ii) to make additional copies of the Program Material for archival, emergency back-up, testing, or disaster recovery purposes; and (iii) to copy the Program Documentation to support its Users.
- C. To work as interface: (i) to work with other Application Software packages at the Bank as interface; (ii) to allow other application software packages at the Bank to work as interfaces to the Software. If such interfacing requires any modification or change to the Software, such modification or change has to be carried out by the Vendor free of any additional License charge or fees or expenses.

Delivery: The Vendor, at the time of installation shall deliver to the Bank required copies of the object code version of the Software and the associated Program Documentation including operation manual and training material. The Vendor, after customization shall deliver to the Bank required copies of the object code version of the customized Software and the associated Program Documentation including operation manual and training material. The Vendor, after modifications, updates or new versions shall deliver to the Bank required copies of the revised object code version of the latest Software and the revised associated Program Documentation including operation manual and training material. The Program



Documentation shall consist of required number of User Manuals per branch / service Center / office / extension counter, Near Site, Data Center and Disaster Recovery Center. The program documentation shall be supplied by the Vendor to the Bank both in hard copy form (except where hard copies are not available) and soft copy form (MS word format and HTML Browser format). The operational manual shall be provided by the Vendor under help menu in the software as dynamic online documentation / help files, wherever applicable. The object code version of the Software, executables and required run-time files shall be on Compact Disc or on any such media as desired by the Bank as may be applicable.

- D. The grant of license by the Vendor herein shall be for processing the internal business of the Bank or its permitted affiliates and does not, without limitation, include the rights to reverse engineer, reverse compile or otherwise arrive at the source code of the Software nor does it include the rights to sell, lease, license, sublicense or otherwise transfer, convey or alienate the software for commercial consideration to any person.

Except as specifically agreed by and between Vendor and Bank, the ownership of all rights, title and interest, including without limitation, all patents, copy right, trade secrets and any other form of intellectual property rights in and to software, any derivative works thereof and enhancements thereto, software and documentation are and shall at all times remain with the Vendor or its Licensors and be the sole and exclusive property of the Vendor or its Licensors. The Bank acknowledges that nothing contained in this Tender and subsequent Agreement shall be construed as conveying by the Vendor or its licensor's title or ownership interest in any licensed software or any derivative works thereof and enhancements thereto. Nothing contained herein shall be construed to preclude the Vendor from owning, using, improving, marketing, including without limitation, licensing to other persons any and all licensed software.

- E. Rights: The Vendor shall ensure that the software does not infringe third party intellectual property rights. If a third party's claim endangers or disrupts the Bank's use of the software, the Vendor shall be required to, at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the software in accordance with the terms of this Tender and subsequent Agreement and the license agreement; or (ii) modify the software without affecting the functionality in any manner so as to avoid the infringement; or (iii) replace the software with a compatible, functionally equivalent and non-infringing product; or (iv) refund to the Bank the amount paid for the infringing software and bear the incremental costs of procuring a functionally equivalent software from a third party, provided the option under the sub clause (iv) shall be exercised by the Bank in the event of the failure of the Vendor to provide effective remedy under options (i) to (iii) within a reasonable period which would not affect the normal functioning of the Bank. The Vendor shall have no liability



for any claim of infringement based on (i) a claim which continues because of Bank's failure to use a modified or replaced software that is at least functionally equivalent to the software, or the Bank's failure to use corrections, fixes, or enhancements made available and implemented by the Vendor, despite notice of such failure by the Vendor in writing, (ii) any change, not made by or on behalf of the Vendor, to some or all of the software/deliverables supplied by the Vendor or modification thereof, provided the infringement is solely on account of that change ; or (iii) the Bank's continued misuse of some or all of the software/deliverables or any modification thereof despite notice from the Vendor of such misuse in writing.

Vendor is the Prime Vendor for purposes of all deliverables and services, with the single-point responsibility for the same. Should the software provided by the Vendor be infringing, it would have a serious business impact on the business of the Bank.

Therefore, the Vendor should take responsibility of its actions. Even if Bank would have used the deliverables before the infringement was noticed, legally each such use constituted infringement and therefore the Vendor is in breach of the Vendor's warranty and obligation.

5.6.5 Customization Process

The Vendor shall carry out all the customization related work at the premises of the Bank or offsite in case the customization cannot be carried out at the Bank premises subject to Bank giving a go ahead for the same. The Bank shall be a party to the Business Requirement Document (BRD) sign-off, Functional Requirement Specifications (FRS) sign-off, User acceptance test (UAT) sign-off, Installation sign-off and Implementation & Final Acceptance test sign-off. The Vendor shall install and commission the software for customization and User Acceptance Test as per Project Plan to be agreed with the Bank failing which the Vendor shall be liable to pay the Bank penalty defined as per section 5.6.2 and under Annexure 12 of this document. The Vendor shall provide all tools, testing instruments, drivers, consumables, etc. required to install and customize and test the software free of any fees or charges or any expenses. The Vendor shall document and submit to the Bank all the testing activities, procedures and results. The Vendor shall carry out all the testing related work at the premises of the Bank or offsite in case the testing cannot be carried out at the Bank premises subject to Bank giving a go ahead for the same. The Vendor shall be required to ensure that the software provides interfaces to the other application systems at the Bank as specified during the time of requirement at no additional cost or fees or charges or expenses. The Vendor shall provide the Bank weekly progress report on the bugs / problems reported / points taken up with schedule of date of reporting, date of resolving, and status for all kind of bugs and problems whether reported by branch / Regional office / Head Office or Vendor staff. In case of disputes relating to resolution of problem relating to any site, the Vendor is



required to send the copy of call report pertaining to each visit of each of the engineer to the said site indicating the purpose of call, when called, when visited, when problem was resolved, how resolved, etc. Customizations would be with respect to the respective solution and other software solution that the Bank proposes to implement through the selected Vendor.

5.6.6 Installation and Implementation

The Vendor needs to ensure that the scope of work for implementation of the software includes creating master data at the Data Center of the Bank by downloading from existing systems namely migration of data as a part of solution, functional requirements specifications study, data conversion, live cut-over, customization, configuration, installation, implementation and integration of the software. The precise nature and scope of the activities and functions to be undertaken for installation and implementation of the licensed software have been detailed and set out in Annexure 10 of this Tender document.

5.6.7 Payment Terms

Corporate Office will place the orders and deployment of application will be at the offices as mentioned at the time of requirement raised by the Bank. The successful vendor shall make necessary arrangements for processing the purchase orders. The Vendor must accept the payment terms proposed by the Bank. The commercial bid submitted by the empanelled vendors must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the vendor, in case of delays or defaults on the part of the vendor. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the professional fees quoted by the vendor in the price bid against such activity / item.

The payment will be released as follows (In case of any modification in the below mentioned payment term the same shall be highlighted at the time commercial quotes are invited by the Bank):

A. Software and Implementation Charges

- ▶ 10% - Approved finalization of BRD (Business Requirement Document). BRD document should be signed by both Bank's identified Project Manager & vendor representative
- ▶ 10% - Approved finalization of System Design Document (SDD) / Functional Requirement Specification (FRS). SDD / FRS document should be signed by both Bank's identified Project Manager & vendor representative
- ▶ 20% - UAT Sign off by both Bank's identified Project Manager & vendor representative.
- ▶ 20% - Handing over to the Bank the Source Code of developed



Application (Soft Copy as well as Hard Copy) and / or any license and / or any other deliverable required to run the developed application. Delivery sign off from the Bank's identified Project Manager.

- ▶ 20% - On Commencement of Production Use or 30 days after UAT sign off and IT System Audit Certification by the vendor. Sign off by both Bank's identified Project Manager & vendor representative (in case the application is brought in Production use)
- ▶ 10% - Go Live Closure Sign Off in the form of FAT (Final Acceptance Test). FAT should be signed by both Bank's identified Project Manager & vendor representative.
- ▶ 10% - On expiry of warranty

B. Training charges (if applicable)

- ▶ 100% - On completion of training. Training completion certificate duly certified and signed by the Bank's identified Project Manager to be submitted. The certificate should include the attendance sheet, Trainee's feedback (if any) and Training material.

C. AMC / ATS / AMS (if applicable)

- ▶ Payable quarterly in advance against receipt of satisfactory service report of previous quarter from the Bank's Project / Operation Manager

D. Onsite Support (if applicable)

- ▶ Payable quarterly at the end of each quarter against receipt of satisfactory support report of previous quarter from the Bank's Project / Operation Manager

There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the vendor. Payment will be release by IT Dept., BCC, Mumbai as per above payment terms on submission of relevant documents.

The Bank will pay invoices within a period of 30 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected vendor within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 30 days from the date the dispute stands resolved.



6. General Terms and Conditions

6.1 Dispute Resolution

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

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

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

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

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

6.2 Governing Laws

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

6.3 Notices and other Communication

If a notice has to be sent to either of the parties following the signing of the



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

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

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

6.4 Force Majeure

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

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

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

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

6.5 Assignment

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



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

6.6 Waiver

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

6.7 Confidentiality

The Parties acknowledge that in the course of performing the obligations under this Tender and subsequent Agreement, each party shall be exposed to or acquire information of the other party, which such party shall treat as confidential. Neither party shall disclose the Confidential Information to a third party.

“Confidential Information” means any and all information that is or has been received by the “Receiving Party” from the “Disclosing Party” and that:

- ▶ Relates to the Disclosing Party; and
- ▶ is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
- ▶ Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
- ▶ Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that may be shared by the Bank with the vendor.
- ▶ “Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes whether machine or user readable.
- ▶ Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years. However, where Confidential Information relates to the Bank’s data or data of the Bank customers, including but not limited to the Bank customers’ or the Bank employees’ personal data or such other information as the Bank is required by banking secrecy or such other laws to protect for an indefinite period, such Confidential Information



shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.

- ▶ Nothing contained in this clause shall limit vendor from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the vendor shall at no point use the Bank's confidential information or Intellectual property.

The Parties will, at all times, maintain confidentiality regarding the contents of this Tender and subsequent Agreement and proprietary information including any business, technical or financial information that is, at the time of disclosure, designated in writing as confidential, or would be understood by the Parties, exercising reasonable business judgment, to be confidential.

The Parties will keep in confidence and not disclose to any third party any and all Confidential Information available to the Parties, whether such information is given in writing or, is oral or visual, and whether such writing is marked to indicate the claims of ownership and/or secrecy or otherwise. Except as otherwise provided in this Tender, the Parties shall not use, nor reproduce for use in any way, any Confidential Information. The Parties agrees to protect the Confidential Information of the other with at least the same standard of care and procedures used to protect its own Confidential Information of similar importance but at all times using at least a reasonable degree of care.

If the vendor hires another person to assist it in the performance of its obligations under this RFP, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under this Tender and subsequent Agreement to another person, then prior permission of the Bank needs to be obtained and it shall cause its assignee or delegate to be bound to retain the confidentiality of the Confidential Information in the same manner as the vendor is bound to maintain the confidentiality.

The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:

- ▶ Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub contractors and contractors who need to know the same for the purposes of maintaining and supporting the software provided as a part of the contract. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub contractors and contractors is in accordance with the terms and conditions and requirements of this Tender; or



- ▶ Unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.

In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:

- ▶ Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure
- ▶ Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorised access by any third party
- ▶ Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document.
- ▶ Upon discovery of any unauthorised disclosure or suspected unauthorised disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof
- ▶ The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party
 - a) Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control
 - b) To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party
 - c) So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control
 - d) To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper



enquiries the requirements of this paragraph have been fully complied with

- e) The rights in and to the data / information residing at the Bank's premises, including at the DRC even in the event of disputes shall at all times solely vest with the Bank

This shall not be applicable and shall impose no obligation on the receiving party with respect to any portion of Confidential Information which:

- a) was at the time received or which thereafter becomes, through no act or failure on the part of the receiving party, generally known or available to the public;
- b) is known to the receiving party at the time of receiving such information as evidenced by documentation then rightfully in the possession of the receiving party;
- c) is furnished by others to the receiving party without restriction of disclosure;
- d) is thereafter rightfully furnished to the receiving party by a third party without restriction by that third party on disclosure;
- e) has been disclosed pursuant to the requirements of law or by any court of competent jurisdiction, the rules and regulations of any recognised stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure
- f) was independently developed by the receiving party without the help of the Confidential Information.

On termination of the Tender and subsequent Agreement, each party must immediately return to the other party or delete or destroy all Confidential Information of the other party and all notes and memoranda (including copies of them) containing Confidential Information of the other party in its possession or control save for that training materials and Documentation that has been provided to the Bank which is contemplated for continued realization of the benefit of the Services. Notwithstanding the foregoing, Vendor may retain a copy of such information (but which shall not include customer data and Confidential Information) as may be necessary for archival purpose. Where Confidential Information relates to the Bank's data or data of the Bank customers, including but not limited to the Bank customers' or the Bank employees' personal data or such other information as the Bank is required by banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when



the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.

The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure under the contract shall not confer on the Receiving Party any rights whatsoever beyond those contained in the contract.

Without prejudice to any other rights or remedies which a Party may have, the Parties acknowledge and agree that damages would not be an adequate remedy for any breach of the clause and the remedies of injunction, specific performance and other equitable relief are appropriate for any threatened or actual breach of any such provision and no proof of special damages shall be necessary for the enforcement of the rights under this Clause. Further, breach of this Clause shall be treated as 'Material Breach' for the purpose of the contract.

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

6.8 Termination

Bank shall have the option to terminate this RFP and / 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. It is clarified that the Vendor shall not terminate this RFP & the subsequent Agreement for convenience.

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

- ▶ Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or
- ▶ if such breach is not of the type that could be cured within thirty (30) Working Days, 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

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

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



- ▶ The other Party becomes the subject of a court order for its winding up.

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

Immediately upon the date of expiration or termination of the 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, of the following:

- ▶ All the undisputed fees outstanding till the date of termination;

Upon the termination or expiry of this Tender and subsequent Agreement:

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

6.9 Publicity

Any publicity by the vendor in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

6.10 Solicitation of Employees

The selected vendor, during the term of the contract shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or



associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

6.11 Inspection of Records

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

6.12 Visitorial Rights

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

6.13 Compliance with Laws

Compliance with all applicable laws: The vendor shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

Compliance in obtaining approvals/permissions/licenses: The vendor shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully



compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the vendor.

This indemnification is only a remedy for the Bank. The vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity shall exclude indirect, consequential and incidental damages.

6.14 Order Cancellation

The Bank will provide the selected vendor a remedy period of 90 days to rectify a default or given situation. The Bank will provide in writing the nature of the default to the selected vendor through a letter or mail correspondence. The 90 day time period will commence from the day the Bank has sent such correspondence to the selected vendor.

The Bank reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

- ▶ Delay in implementation beyond the specified period that is agreed in the contract that will be signed with the successful vendor.
- ▶ Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.
- ▶ The amount of penalties has exceeded the overall cap of 5% of the total purchase order value inclusive of all taxes, duties, levies etc.
- ▶ Failure of the vendor make good the situation within the remedy period
- ▶ The selected vendor commits a breach of any of the terms and conditions of the RFP / contract.
- ▶ The selected vendor becomes insolvent or goes into liquidation voluntarily or otherwise
- ▶ An attachment is levied or continues to be levied for a period of 7 days upon effects of the tender.

In case of order cancellation, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank with interest @ 15% per annum from the date of each such payment. These payments to be returned would refer to those deliverables that will have to be reversed or redone post the termination of the vendor.

6.15 Indemnity

The Vendor shall indemnify the Bank, and shall always keep indemnified and



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

- ▶ Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Vendor under this RFP; and/or
- ▶ an act or omission of the Vendor and/or its employees, agents, sub contractors in performance of the obligations under this RFP; and/or
- ▶ claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Vendor, against the Bank; and/or
- ▶ claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Vendor to its employees, its agents, contractors and sub contractors
- ▶ breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Vendor under this RFP; and/or
- ▶ any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- ▶ breach of confidentiality obligations of the Vendor contained in this RFP; and/or
- ▶ Negligence or gross misconduct attributable to the Vendor or its employees or sub-contractors.

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

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

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

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



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

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

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

Indemnity shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by customer and / or regulatory authorities for reasons attributable to breach of obligations under this RFP and subsequent agreement by the Vendor.

6.16 Corrupt and Fraudulent Practices

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

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

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

6.16.3 The Bank reserves the right to declare a firm ineligible, either indefinitely



or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

6.17 Violation of Terms

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

6.18 Authorized Signatory

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

6.19 Service Level Agreement and Non Disclosure Agreement

The selected vendor shall execute a) Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Bank and b) Non Disclosure Agreement (NDA). The selected vendor shall execute the SLA and NDA within two months from the date of acceptance of letter of appointment or as intimated by the Bank.

6.20 Right to Reject Bids

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

- ▶ It is not in conformity with the instructions mentioned in the RFP document.
- ▶ It is not accompanied by the requisite Application Money and Earnest Money Deposit (EMD).
- ▶ It is not properly or duly signed.
- ▶ It is received through Telex / telegram / fax



- ▶ It is received after expiry of the due date and time.
- ▶ It is incomplete including non- furnishing the required documents.
- ▶ It is evasive or contains incorrect information.
- ▶ There is canvassing of any kind.
- ▶ It is submitted anywhere other than the place mentioned in the RFP

6.21 Limitation of Liability

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

Vendor's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of vendor, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by vendor as part of procurement under the RFP.

Under no circumstances BOB shall be liable to the selected vendor for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if BOB has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

It is expressly agreed between the Parties that for any event giving rise to a claim, Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against vendor.

6.22 Bidder need to ensure that their all employees are covered under PF.
Vendor need to submit PF coverage letter for their employees issued by the Employees Provident Fund Organization as part of their bid response

6.23 Grievance Redressal

Any vendor who claims to have a grievance against a decision or action with regards to the provisions of this RFP may file a request to General Manager The Chief Technology Officer & Head IT Projects & CRM at gm.itprojects.bcc@bankofbaroda.com. It may please be noted that the grievance can be filed by only that vendor who has participated in Procurement proceedings in accordance with the provisions of this RFP.



7. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.



Annexure 01 - Bid - Table of Contents

Bid to contain the following

Section #	Section Heading	Proforma Given
1	Covering letter certifying eligibility criteria compliance as per respective category applied for (Annexure 2A / 2B)	Vendor to provide
2	Eligibility criteria compliance with vendor comments. as per respective category applied for (Annexure 2A / 2B)	Annexure 02
3	Credential letters / Purchase orders / Supporting documents	Vendor to provide
4	Application Money Demand Draft	Vendor to provide
5	Bid Security Letter	Annexure 03
6	Bid Security (Earnest Money Deposit) Or Bid Security Form (Earnest Money Deposit in the form of Bank Guarantee)	Vendor to provide DD Or Annexure 04
7	Undertaking Letter	Annexure 05
8	Escalation and Support matrix	Annexure 06
9	Conformity with Hard Copy	Annexure 07
10	Conformity Letter	Annexure 08
11	Executive Technical Summary	Vendor to provide
12	Copy of the tender document along with the addendum duly sealed and signed on all the pages of the document.	Vendor to provide
13	CD containing soft copy of the Annexures and the scanned copies of supporting documents.	Vendor to provide
14	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	Vendor to provide
15	PF coverage letter for their employees issued by the Employees Provident Fund Organization	Vendor to provide

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address



Email and Phone #

Date:

**Annexure 02 - Eligibility Criteria****A) Eligibility Criteria Compliance to be directly met by the bidder participating for Empanelment for Software Development (General Category)**

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
A	General		
1	Must be a Government Organization / PSU / PSE or a Public / Private Limited company incorporated in India under Companies Act 1956.		Certificate of Incorporation and other Documentary evidences to be attached
2	Must not be blacklisted / debarred by any Statutory or Regulatory Authorities since 1st April 2017 till date		Letter of confirmation (self certified letter)
3	Must provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.		Letter of confirmation (self certified letter)
4	Must provide an undertaking on his letter head that all the technical features highlighted as part of Technical Requirement are covered in totality in their submitted proposal.		Letter of confirmation (self certified letter)
B	Financial		
1	Must have registered a turnover of 25 Crores or above in each year during the last three completed financial years. during the last three completed financial years – 2014-15, 2015-16 and 2016-17 (Not inclusive of the turnover of associate companies)		Audited Financial statements for the financial years 2014-15, 2015-16 and 2016-17. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.



S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
2	Must have registered net profit (after tax) continuously for the last three years, that is financial years - 2014-15, 2015-16 and 2016-17.		Audited Financial statements for the financial years 2014-15, 2015-16 and 2016-17. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.
C	Technical		
1	Must have maturity level of 4 or above on CMMI with valid certificate		Copy of relevant Certificate
2	Must provide an undertaking on his letter head that all the technical features highlighted as part of Technical Requirement as part of Annexure 10 are covered in totality in their submitted proposal. The undertaking letter should be supported with completed Annexure 11 Technical Skill Set details.		Letter of confirmation (self certified letter) from bidder along with filled up Annexure 11
D	Experience & Support Infrastructure		
1	Must have more than 200 software professionals on its payroll		Supporting proof / Documentary
2	Must be operating in the field of software development / software solution for at least 3 years as on date of the Tender		Reference Purchase Order / Contract Document / Customer Credentials
3	Must have developed / customized software / application (in the last 3 years) in at least 2 Banks / Financial Institutions.		Reference Purchase Order / Contract Document / Customer Credentials

All dates if not specified to be applicable from the date of the RFP.

Authorized Signatory

Name:

Designation:



Vendor's Corporate Name
 Address
 Email and Phone #

B) Eligibility Criteria Compliance to be directly met by the bidder participating for Empanelment for Software Development (only for Finacle Development / Customization)

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
A	General		
1	Must be a Government Organization / PSU / PSE or a Public / Private Limited company incorporated in India under Companies Act 1956.		Certificate of Incorporation and other Documentary evidences to be attached
2	Must not be blacklisted / debarred by any Statutory or Regulatory Authorities since 1st April 2017 till date		Letter of confirmation (self certified letter)
3	Must provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.		Letter of confirmation (self certified letter)
4	Must provide an undertaking on his letter head that all the technical features highlighted as part of Technical Requirement are covered in totality in their submitted proposal.		Letter of confirmation (self certified letter)
B	Financial		
1	Must have registered a turnover of 10 Crores or above in each year during the last three completed financial years. during the last three completed financial years – 2014-15, 2015-16 and 2016-17 (Not inclusive of the turnover of associate companies)		Audited Financial statements for the financial years 2014-15, 2015-16 and 2016-17. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or



S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
			qualification.
2	Must have registered net profit (after tax) continuously for the last three years, that is financial years - 2014-15, 2015-16 and 2016-17.		Audited Financial statements for the financial years 2014-15, 2015-16 and 2016-17. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.
C	Technical		
1	Must provide an undertaking on his letter head that all the technical features highlighted as part of Technical Requirement as part of Annexure 10 are covered in totality in their submitted proposal. The undertaking letter should be supported with completed Annexure 11 Technical Skill Set details.		Letter of confirmation (self certified letter) from bidder along with filled up Annexure 11
D	Experience & Support Infrastructure		
1	Must have more than 200 software professionals on its payroll		Supporting proof / Documentary
2	Must be operating in the field of software development / software solution for at least 3 years as on date of the Tender		Reference Purchase Order / Contract Document / Customer Credentials
3	Must have developed / customized software / application (in the last 3 years) in at least 2 Banks / Financial Institutions.		Reference Purchase Order / Contract Document / Customer Credentials

All dates if not specified to be applicable from the date of the RFP.

Authorized Signatory

Name:

Designation:



Vendor's Corporate Name

Address

Email and Phone #



Annexure 03 - Bid Security Letter

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

Bank of Baroda has the right to forfeit the entire Bid Security amount merely on the occurrence of one or more of the foregoing events without demur or a written demand or notice to the Vendor.
- 4 The Bid Security shall be returned to unsuccessful Vendors within thirty (30) days from the date of the award of contract to a successful Vendor. The Bid Security shall be returned to the successful Vendor upon furnishing of Performance Security in accordance with the instructions of the Vendor.
- 5 The Vendor undertakes that it will not cancel the Bid Security referred to above till the Vendor is returned the Bid Security from Bank of Baroda in accordance with the foregoing conditions.
- 6 The Vendor represents and warrants that the Vendor has obtained all necessary approvals, permissions and consents and has full power and authority to issue this Bid Security and perform its obligations hereunder, and the Vendor has taken all corporate, legal and other actions necessary or advisable to authorise the execution, delivery and performance of this Bid



Security. The absence or deficiency of authority or power on the part of the Vendor to issue this Bid Security or any irregularity in exercise of such powers shall not affect the liability of the Vendor under this Bid Security.

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

Place:

Date:

Seal and signature of the Vendor



Annexure 04 - Bid Security Form

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

To

The General Manager
Chief Technology Officer
& Head IT Projects & CRM
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

WHEREAS _____ (hereinafter called "the Vendor") has submitted its bid dated _____ (date of submission of bid) for empanelment of software developers in response to Request for Proposal (RFP) No. _____ (hereinafter called "the Bid") issued by Bank of Baroda.

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

THE CONDITIONS of this obligation are:

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

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

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

Notwithstanding any other term contained herein



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

Place :

SEAL

Code No.

SIGNATURE.

NOTE:

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



Annexure 05 – Undertaking

To

The General Manager
Chief Technology Officer
& Head IT Projects & CRM
Bank of Baroda
Baroda Corporate Centre
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: RFP for Empanelment of software developers

1. Having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.
3. We agree to abide by this Tender Offer for 180 days from date of bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. a) We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
b) Commission or gratuities, if any paid or to be paid by us to agents relating to this Bid and to Contract execution, if we are awarded the Contract are listed below.
 - i. Name and Address of the Agent
 - ii. Amount and Currency in which Commission paid / payable
 - iii. Purpose of payment of Commission (If commission is not paid / not payable indicate the same here)



6. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
7. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

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



Annexure 06 – Escalation and Support Matrix

Name of Company :

Delivery Related Issues

Sr. No	Name	Designation	Full Office Address	Phone No	Mobile No	email address
		First level Contact				
		Second level Contact (If response not recd in 24 Hours)				
		Regional / Zonal Head(If response not recd in 48 Hours)				
		Country Head(If response not recd in One week)				

Service related Issues

Sr. No	Name	Designation	Full Office Address	Phone No	Mobile No	email address
		First level of Support				
		Second level Contact (If response not recd in 4 Hours)				
		Regional / Zonal Head(If response not recd in 24 Hours)				
		Country Head(If response not recd in 48 Hours)				

Any change in designation, substitution will be informed by us immediately.

Signature

Name of representative

Designation

Company Seal



Annexure 07 – Conformity with Hardcopy Letter

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

To

The General Manager
Chief Technology Officer
& Head IT Projects & CRM
Bank of Baroda
Baroda Corporate Centre
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: RFP for Empanelment of software developers

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

The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal submitted by us, in all respects.

Yours faithfully,

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



Annexure 08 – Conformity Letter

To

The General Manager
Chief Technology Officer
& Head IT Projects & CRM
Bank of Baroda
Baroda Corporate Centre
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: RFP for Empanelment of software developers

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

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #



Annexure 09 - Comments Format

[Please provide your comments on the Terms & conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Scope of work, Approach, Work plan, Personnel schedule, Curriculum Vitae, Experience in related projects etc. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.]

Name of the Respondent:

Contact Person from Respondent in case of need.

Name :

Tel No:

e-Mail ID:

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

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

Date:



Annexure 10 – Technical Requirement

1.1 Introduction

Bank of Baroda desires to empanel Software Developers who shall carry out Bank's various Software Application development / customization activity requirements and related activities as detailed in the tender. The vendor is responsible to provide the best of class technical solutions as per the requirements in the Scope of Work below and also as define din the RFP.

1.2 Scope of Work - Vendor

The broad scope of work for the successful vendor during the period of contract / engagement would include (but not limited to): -

The vendor shall be responsible to undertake various project activities but not limited to the following:

1.2.1 Application software development and integration

The software developer needs to ensure that the application development process is as per the standard life cycle of Software Development. The vendor shall carry out the following activities during application development and integration.

a) System Requirement Study

The vendor shall carry out a detailed systems study to define the Functional Requirements Specifications (FRS) and formulate the System Requirements Specifications (SRS). Under this category of the scope the vendor will be responsible for the following:

- Preparation and Finalization of Functional Requirement Specification
- Preparation of System requirement Specification (SRS) as per the latest IEEE template
- Preparation of other documents, project reports as required

b) Development of Software Application

Preparation of Software Design Document including Class Diagram, ER Diagram/ Database table structure, Traceability Matrix etc.

- (i) The vendor shall prepare & submit System Design Document (SDD) / Process Design Report based on principles of enterprise and service oriented architecture to provide for secure and scalable application software. The design should be modular. The SDD should include Solution Architecture, Application Architecture, Network Architecture, Security Architecture, Deployment Architecture and Database Design
- (ii) An industry standard methodology should be adopted for Software Engineering, covering the entire SDLC (Software Development Life



- Cycle).
- (iii) The vendor shall be responsible for the development of application as per the requirements provided by the Bank.
 - (iv) The Application must have integrated security / monitoring features.
 - (v) Audit trail should be maintained, all deleted & edited records should be traceable and copy of all editions / deletions should be available with MIS reporting of the same. The audit trail should be preserved in securely and no user other than authorized should be allowed to modify audit record.
 - (vi) Software testing of the application (other than Third Party auditing) shall be borne by the vendor.
 - (vii) The selected vendor shall be responsible for the following:
 - Conducting testing of various components/ modules of the software developed, as per the latest version of the IEEE 730 standards.
 - Designing the Testing strategy, Test Cases
 - Obtaining sign-off on testing approach and plan.
 - (viii) Deployment and Configuration of application.
 - (ix) The selected vendor shall be provided with required infrastructure at Bank to host application.
- c) User Acceptance Testing (UAT)
- (i) Preparation and submission of detailed FAT/ UAT plans/ schedules/ procedures/ formats as mutually agreed between the Selected vendor and the Bank
 - (ii) Prepare various use cases and scenarios.
 - (iii) Performing Software Testing: Conducting testing of various components/ modules of the software developed, as per the latest version of the IEEE 730 standards. The vendor shall be required to share the testing documents and standards with the designated software testing team, wherever applicable/ required.
 - (iv) Assist Bank in carrying out user acceptance of solution.
 - (v) System Test Cases with Results
 - (vi) UAT Case and Results
 - (vii) Rectifying the Software application/ issues/ bugs reported during the testing upto the satisfaction of Bank.
 - (viii) Final approval / user acceptance of the software and system shall be given by Bank after successful implementation and testing. This is the responsibility of the vendor to obtain the UAT approval from the Bank.



1.2.2 Training and Capacity Building

If Bank requires, the selected vendor for his respective work shall have to provide training for functionality of developed / customized module of software application to Bank officials at Bank's location. The vendor should ensure / note the following while imparting Training:

- a) Training of staff is essential for ensuring that the software developed is actually put to use. Hence, the selected vendor shall also ensure a proper hands-on training to the designated end- users on the application developed so as to make them well conversant with the functionalities, features and processes built in the application.
- b) Training could have multiple sessions as per the need and requirement of the project / application. Hence, vendor shall conduct Training Needs Analysis of all the concerned staff and drawing up a systematic training plan.
- c) The content of the training plan and schedule shall be mutually decided by Bank and the selected vendor.
- d) Retraining the staffs, whenever significant changes are made in the application and/or personnel.
- e) The vendor shall take training feedback from the trainees, and submit along with invoice raised for the payment.
- f) In case more than 30% of the respondents suggest that the training provided to them was unsatisfactory or less than satisfactory, then vendor would re-conduct the same training at no extra cost.
- g) Vendor shall deliver training to end users utilizing the deployed infrastructure at the designated locations. Role-based training for the identified personnel will be carried out at Location to be decided and provided by the Bank.
- h) The requisite training infrastructure shall be provided by Bank.
- i) The vendor shall provide instructor, training material (role based), the language of training material shall be in English.
- j) The vendor shall ensure that all the training documentation in Hardcopy and Softcopy is in place (user training, operation procedures, visual help-kit, FAQs etc.).

The objective of conducting such trainings would be to give first-hand view of benefits of using the developed application. The vendor has to quote training cost as part of commercial bid submission if Bank raises a requirement while calling for quotations.

1.2.3 Deployment of Application and Commissioning (Go-Live)

- a) The vendor shall integrate application software commission the whole project. The vendor shall conduct Final Acceptance Testing on commissioning of the



whole project. Only after the acceptance of FAT reports by Bank the entire project would be deemed to have been commissioned. After the successful commissioning of the project, the system would be declared as Go-Live and enter into Support and Maintenance phase.

- b) Vendor should provide all related documents viz. user manual (Role wise) as mentioned in this RFP document.
- c) Transferring the ownership of all software developed/ customized/ configured/ procured. All licenses & support related documents should be in the name of Bank.
- d) The vendor shall be responsible to extend support to the Bank to ensure successful roll-out of the developed application.

1.2.4 Application Support and Maintenance

The vendor shall be responsible for Support and Maintenance activities for the time period as described by the Bank at the time of calling for quotations post successful go-live of the application. The broad activities to be conducted by the vendor during the Support and Maintenance Phase are mentioned below:

a) Helpdesk Support (Incident/ Problem Management)

Help desk should be able to perform:

- Handle issues of the Bank.
- The helpdesk persons should be accessible to all the project locations and their end-users on telephone / e-mail.
- The vendor shall have to maintain a web based online call log register with all the necessary details / references and submit the report from same to the Bank as and when required. The vendor will also provide a login to the Bank for logging and view the status of the complaint. The format of the report would be mutually decided later at appropriate time.
- Once the complaint is registered by Bank into the system, the system will create a ticket for the problem reported. The problem / ticket should be closed only by the Bank after the resolution of the problem.
- Helpdesk staff shall escalate the problem to the project manager and maintain the log / status of the complaint in the online call log register.
- Reply to the queries / feedback / suggestions / complaints from the Bank.
- Help desk should provide handholding support at all project location through online / telephone line.

b) Support Services for developed application

- The vendor shall be responsible for deploying sufficient manpower for overall administration, operations, monitoring, maintenance of the deployed application and the Database to ensure the desired uptime.



- Administration, support & maintenance throughout the project period. The vendor shall provide support on following activities
 - Minor changes in developed application
 - Bugs Fixing reported
- Maintain version control and archives of source code
- Download definitions / patches / updates / service packs of the deployed third party tools / middle ware Software and to ensure the desired uptime.

c) MIS Reports

- The vendor shall have to submit certain key deliverables as mentioned below:
 - Software license management – Vendor to ensure up to date licensing of all the software for the entire project period.
 - SLA Compliance Report – Vendor to provide Quarterly report within 1 Week of the end of each Quarter

However, in addition to the reports/ deliverables as indicated above, vendor shall prepare and submit all other required information in the desirable format as notified by the purchaser related to project.

- The formats for all the reports shall be prepared by the vendor and submitted to the Bank for approval. The reports submitted by the vendor should strictly be in the approved format only which, if required, may be revised from time to time.

d) Third Party Audit (TPA)

- A third party auditor, if required, may be selected and appointed by the Bank at its own cost.
- The audit may cover one or more of the following aspects of the project: -
 - Functional requirement Review
 - Penetration testing of the systems and networks (External and Internal)
 - Application Security Assessment
 - System Performance Testing/ Monitoring
 - Review and Assessment of Security Policies
 - Data Quality Review
- The vendor shall be required to share the testing documents and standards with the designated third party wherever applicable/ required.
- The purchaser may appoint the TPA for the entire project period including the Operation and maintenance period. The TPA may conduct bi-annual or annual audits as per the decision of the Bank.



Based on the audit reports submitted by the TPA, the selected vendor shall make the required changes to the application and incorporate the suggestions of the auditor at no extra cost. The purchaser shall recover costs from the pending payments or performance security on failure of the vendor to make the required changes.



Annexure 11 – Technical Skill Set

The software development companies, proposed to be empanelled should have necessary trained manpower along with technical skills in areas of Software Development. The companies should also have adequate exposure to the Banking Domain.

Area	Example of Skill Sets	Compliance (Yes/No)	Skill Sets available with your Organization as on Tender Date
Project Management	PMP		
	PgMP		
	Others		
Software Development Methodologies	Scrum		
	Agile		
	Rational Unified Development Process		
	Waterfall		
Language, Middleware and Database Certification (Individual Certification)	Other		
	Certified Java Developers		Specify the number of professionals
	Certified Web Developers		Specify the number of professionals
	IBM Certified Middleware Developer		Specify the number of professionals
	Oracle Certified Middleware Developer		Specify the number of professionals
	Microsoft Certified Developer for VB.NET/ C# ASP.NET		Specify the number of professionals
	Oracle Certified DBA		Specify the number of professionals
	Microsoft Certified SQL Server DBA		Specify the number of professionals
Other		Specify the number of	



Area	Example of Skill Sets	Compliance (Yes/No)	Skill Sets available with your Organization as on Tender Date
			professionals
Process Certification (At Organization unit level)	CMMI 4 / CMMI 5		
	ISO 9001		
	other		
Software Packages/ Application Development Platforms	Finacle		
	Murex		
	Mercury Fx		
	Base24 Switch		
	AML Products		
	Loan Origination, Loan Management and Collection Systems		
	Vision Plus		
	SAP		
	JDK		
	.NET Framework		
	Kony- MADP		
Other			
Languages / Technologies	Java including latest version of Java8 , J2ME, JDBC / ODBC connectivity, JMS		
	C, C++, Objective C, C#		
	HTML5, XML, ASP.Net, VB.Net, ADO.NET, Java Script, VBScript, Oracle Forms, xHTML, PHP, AJAX, AngularJS, CSS, Java Script, JQuery etc		
	MQ		
	other		
Code Quality, Code Build and Continuous Delivery Tools	SonarQube, Check style, PMD, Emma Cruise Control, Hudson, Maven, Ant scripting, Perl Scripts, UNIX Shell scripting		
	Other		



Area	Example of Skill Sets	Compliance (Yes/No)	Skill Sets available with your Organization as on Tender Date
Secure Code Development / Standards	Web Application Security Standards, SSL, Secure Socket Communications, Secure MQ, SFTP, PCI-DSS standards, Payments Messages Security		
	Other		
Web Server / Application Server	IBM Https Server, IBM Websphere, Weblogic, JBoss, Apache Tomcat, Sun Java Server, IIS etc		
Databases	Oracle , Oracle Exadata, SQL (variants like MySQL, non-stop sQL/MX etc), Enscribe etc		
Frameworks	Strut, Spring, Hibernate, Symphony , Phone Gap, SOA, Web2.0 - LAMP, Java faces, Tiles, Webflow, MVC2 Pattern, Hibernate, iBatis, Log4J, JUnit, Symphony, Kana, Financial Services Application Development Framework		
	Other		
Middleware	IBM Middleware Stack, Oracle Fusion Middleware Stack, Enterprise Service Bus tools from Open Source Frameworks		
	Other		
Protocols	REST/SOAP, HTTP(s), TCP/IP, ISO8583, MQ (secure), SFTP, FTP		
	Other		
Source Code Configuration Management	Clearcase, PVCS, Microsoft Visual Source Safe, Subversion		



Area	Example of Skill Sets		Compliance (Yes/No)	Skill Sets available with your Organization as on Tender Date
	Other			
Data Warehouse, Reporting, Analytics	IBM Infosphere CDC, ETL, IBM Cognos, Business Object, IBM SPSS, SAS, Microsoft Crystal Reports			
	Other			
Operating System	VMware, Linux, UNIX (AIX, Solaris, HPUX), Windows 2008/7/8, Tandem			
	others			
Testing Tools	Load, Stress and Performance Testing Tools			
	Integration Testing Tools			
	Security Testing Tools			
	Functional Regression Testing Tools			
	Cross Browser testing Tools			
	Mobile App Testing Tools			
	Other			
Gold , Platinum etc Partnership the Vendor has with different OEMs / Principles as on Date of the RFP	<i>OEM/Principle</i>	<i>Type Of Partnership</i>		
Other areas	ONS Customisation in Finacle			
	Interface Development from / to Finacle/Connect24			
	Customisation in Finacle 10.0			



Area	Example of Skill Sets		Compliance (Yes/No)	Skill Sets available with your Organization as on Tender Date
	Application Migration (From older version to Finacle 10.0)			
Mobile Application on different platform	Native Mobile Application Platform	Android		
		Windows		
		Blackberry		
	Mobile web application			
	Hybrid Mobile Application			
	Other			

Please Note:

- 1) Vendor has to specify every skill set available with them in the last column in above table
- 2) If the Vendor has skills specific to any of the "Area" other than those mentioned above, vendors can add the same under the row "Other" for each such areas.
- 3) If the vendor response is "YES" for compliance of technical skills as specified in Table above, then the vendor will have to provide technical resources to the Bank with specified technical skills within 30 days of raising the requirement by the Bank for the same.



Annexure 12 - Service Levels

This Service Level Document is developed to provide Bank with optimal services rendered by the vendor. However SLA requirement may be defer at the discretion of Bank at the time of calling commercial as per requirement.

A. Definitions:

- a) "Scheduled Maintenance Time" shall mean the time that the System is not in service due to a scheduled activity as defined in this SLA. Further, scheduled maintenance time is planned downtime with the prior permission of the Concern Project Manger from the Bank.
- b) "Scheduled operation time" means the scheduled operating hours of the System for the month. All scheduled maintenance time on the system would be deducted from the total operation time for the month to give the scheduled operation time.
- c) "System or Application downtime" means accumulated time during which the System is totally inoperable within the Scheduled Operation Time but outside the scheduled maintenance time and measured from the time the Bank and / or its employees log a call with the vendor team of the failure or the failure is known to the vendor from the availability measurement tools to the time when the System is returned to proper operation.
- d) "Availability" means the time for which the services and facilities are available for conducting operations on the Bank system including application and associated infrastructure. Availability is defined as:
$$\{(\text{Scheduled Operation Time} - \text{System Downtime}) / (\text{Scheduled Operation Time})\} * 100\%$$
- e) Vendor shall provide "Helpdesk Support" on the basis as defined by the Bank at the time of calling the quotation which shall include Fault reporting, Trouble Ticketing and related enquiries during this contract.
- f) "Incident" refers to any event / abnormalities in the functioning of the Data Centre Services that may lead to disruption in normal operations of the Data Centre, System or Application services.

B. Interpretations:

- a) The SLA parameters shall be monitored on a monthly basis as per the individual SLA parameter requirements. However, if the performance of the system / services is degraded significantly at any given point in time during the contract and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of the Concern Department of the Bank or an agency designated by them, then the Bank will have the right to take appropriate disciplinary actions including termination of the contract.
- b) A Service Level violation will occur if the vendor fails to meet Minimum



Service Levels, as measured on a quarterly basis, for a particular Service Level. Overall Availability and Performance Measurements will be on a monthly basis for the purpose of Service Level reporting. An "Availability and Performance Report" will be provided by the vendor on monthly basis in the Bank's suggested format and a review shall be conducted based on this report. A monthly Availability and Performance Report shall be provided to the Bank at the end of every month containing the summary of all incidents reported and associated vendor performance measurement for that period. Where required, some of the Service Levels will be assessed through audits or reports e.g. utilization reports, measurements reports, etc., as appropriate to be provided by the vendor on a monthly basis, in the formats as required by the Bank. The tools to perform the audit will need to be provided by the vendor. Audits will normally be done on regular basis or as required by the Bank and will be performed by the Bank or the appointed third party agencies.

- c) The selected vendor must utilize the existing EMS tool of the Bank and develop additional scripts (if required) for capturing the required data for SLA report generation in automated way. This tool should generate the SLA Monitoring report in the end of every month which is to be shared with the Bank on a monthly basis. The tool should also be capable of generating SLA reports for a year. The Bank will audit the tool and the scripts on a regular basis.
- d) The SLAs will prevail from the start of the Operations and Maintenance Phase. However, SLAs will be subject to being redefined, to the extent necessitated by experience and the developments of technology practices globally. The SLAs may be reviewed on an annual / bi- annual / Quarterly basis as the Bank decides.
- e) Dependencies: The dependencies on the performance of services beyond the control of either party and where default is due to reasons beyond the control of the selected bidder or due to reasons attributable to Bank or third parties, the selected vendor would not be penalized. For example, if uptime of a particular application is desired and this is due to non-availability of power (which is out of scope of work of the selected vendor), then the time period during which a service was unavailable due to non-availability of power would be removed while calculating the uptime.
- f) Monitoring & Evaluation: The selected vendor shall provide and make use of following system for monitoring and evaluation

SNO	SLA	Monitoring System
1	Down Time of Application software	Through EMS application available with Bank / other means in case EMS application is not possible
2	Non-Availability of Manpower	Attendance Register at project location
3	Delay in performing software	Through a web based / phone line



SNO	SLA	Monitoring System
	support like upload content / bugs fixing / minor change request	call log available at IT help desk

- g) Review Committee and Review Mechanism: The designated review committee / members, on a quarterly basis, shall review and discuss the services delivery and performance standard compliance of the selected vendor. The review would be at the discretion of the Bank would include but not be limited to:
- Service provided during the review period
 - Major incidents during the review period
 - Problems that remains outstanding
 - Review of Change requests / Variation and progress for enhancements
 - Future events or business developments that will affect the Service
 - Review any potential changes required to the SLA
 - Agree items for submission to the executive decision making
 - Review schedules for Services provided.
- h) The vendor is expected to provide the following service levels. In case these service levels cannot be achieved at service levels defined in the tables below, it shall result in a breach of contract and invoke the penalty clause. Payments to the vendor are linked to the compliance with the SLA metrics laid down in the tables below. The penalties will be computed and calculated as per the computation explained in this Annexure. During the contract period, it is envisaged that there could be changes to the SLA, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of both Bank and the selected vendor.
- i) Penalty for downtime : If the selected vendor fails to deliver the required services due to reasons attributable to him like non-accessibility of the application, non-availability of the technical personnel / manpower, etc. the cumulative penalty, as applicable, would be imposed as mentioned below while processing the payment for respective milestone
- j) Following tables outline the key service level requirements for the system, which needs be ensured by the vendor during the operations and maintenance period. These requirements shall be strictly imposed and either the Bank or a third party audit / certification agency shall be deployed for certifying the performance of the vendor against the target performance metrics as outlined in the tables below.

(i) Penalty for Downtime of Application Software.

The penalty defined in table below is applicable for application s/w not functional / accessible



Item	Time to Resolve after Lodging of Complaint	Penalty
Overall Non-Availability of the Application in a Quarter		
(A)	0 - 4 Hours	No Penalty
(B)	4 - 8 Hours	0.25% of the purchase order amount for Support and Maintenance of Application Software payable quarterly.
(C)	8 - 12 Hours	0.50% of the purchase order amount for Support and Maintenance of Application Software payable quarterly.
(D)	12-48 Hours	5.0% of the purchase order amount for Support and Maintenance of Application Software payable quarterly.
(E)	Beyond 48 hours	A penalty of 15% of the purchase order amount for Support and Maintenance of Application Software payable quarterly
<p>Note: Down-time of 5 consecutive days in a month for consecutive 2 months may be treated as breach of contract. Also, the penalty defined in this section shall be used only when the application is not accessible/ functional/ active but the hardware is functional at the location where development is going.</p>		

(ii) Service level related to the availability of Application:

Minimum availability of the application shall be > 98% every month. Failing which a penalty of Rs. 10,000 shall be applicable per month

$$\left\{ \frac{\text{Scheduled Operation Time} - \text{System Downtime}}{\text{Scheduled Operation Time}} \right\} * 100 \%$$

System Downtime due to hardware provisioned by Bank's shall not be taken into account while calculating the availability

(iii) Penalty for Non-Availability of deployed Personnel/ Resources/ Manpower



Resource Type	Penalty Per Day of Non-Availability (to be deducted from the total quarterly payable amount during the contract Phase)
Project Manager/ Software Developer/ Database Admin (NOC)	Rs. 1,000/- per person day.
Helpdesk Executive (Helpdesk)	Rs. 700/- per day.

(iv) Penalty for non-timely performing software support service like Update Content Management (Application) / Incident reporting of Bugs fixing/ Minor Change Requests (Application Software)

Delay (in days)	Penalty Per Day (to be deducted from the total quarterly payable amount during the contract Phase)
Up to 1 Day	No Penalty
2nd Day	Rs. 200/- per day.
3rd Day	Rs. 500/- per day.
4th Day	Rs. 1,000/- per day.
5th Day or beyond	Rs. 2,000/- per day.

Note: Non-timely Content Management/ Bugs fixing / Change Management for 5 or more days for consecutive 2 months may be treated as breach of contract.

(v) The maximum total penalty in each quarter (excluding penalties for non-availability of manpower / resources / personnel) shall not be more than 20% of the Total Quarterly payable amount during the contract Phase as defined in the Support & Maintenance (Post Go-Live) Section of Payment Terms and Schedule in this RFP beyond which the tendering authority will be free to initiate action as per RFP terms and condition for breach of SLA.



Annexure 13 - Performance Guarantee

BANK GUARANTEE

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To

The General Manager
Chief Technology Officer
& Head IT Projects & CRM
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

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

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

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

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

THEREFORE, WE, (name of Bank and its address) through our local office at



..... India furnish you the BANK GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs./-(Rupees only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the Vendor of any of the terms and conditions contained in the PO and RFP and in the event of the Vendor committing default or defaults in carrying out any of the work or discharging any obligation under the PO or RFP document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs......./-(Rupees only) as may be claimed by you on account of breach on the part of the Vendor of their obligations or default in terms of the PO and RFP.
2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the vendor has committed any such breach/ default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by Bank of Baroda shall be conclusive as regards the amount due and payable by us to you.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the Vendor after expiry of the relative guarantee period provided always that the guarantee shall in no event remain in force after (date) without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. You will have the fullest liberty without our consent and without affecting our liabilities under this Bank Guarantee from time to time to vary any of the terms and conditions of the PO and RFP or extend the time of performance of the contract or to postpone for any time or from time to time any of your rights or powers against the vendor and either to enforce or forbear to enforce any of the terms and conditions of the said PO and RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the vendor or any other forbearance, act or omission on your part or any indulgence by you to the vendor or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us



from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs./-(Rupees..... only) as aforesaid or extend the period of the guarantee beyond the said (date) unless expressly agreed to by us in writing.

5. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the vendor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the vendor.
6. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the vendor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
7. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the vendor from time to time arising out of or in relation to the PO and RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
8. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
9. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to you by us (whether jointly with others or alone) and now existing uncanceled and this Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
10. The Bank Guarantee shall not be affected by any change in the constitution of the vendor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will enure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
11. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the vendor in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the vendor shall have no claim against us for making such payment.
13. Notwithstanding anything contained herein above;
 - a) our liability under this Guarantee shall not exceed Rs./-(Rupeesonly)
 - b) this Bank Guarantee shall be valid and remain in force upto and



- including the date and
- c) we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
14. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

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

For and on behalf of

Branch Manager
Seal and Address