



Request for Proposal - Selection of Service Provider for Automatic Cheque Signature Verification Solution

Bank of Baroda
Baroda Sun Tower
IT Department
C-34, G-Block
Bandra Kurla Complex
Bandra (East), Mumbai - 400 051

Date: 10th November 2022
RFP Reference: BCC:IT:PROC:114:45

[A] Important Dates:

#	Particulars	Timeline
1	RFP Issuance Date	10th November 2022
2	RFP Coordinator Name, Contact details (Bank)	<ol style="list-style-type: none"> 1. Mr. Sukhpal Singh, Senior Manager (IT) 2. Contact No. - 022-68450842 / 0844 3. Email: rfp.it.procurement@bankofbaroda.co.in 4. Postal Address: The Chief Manager (IT Procurement), Bank of Baroda, Kohinoor Square, 6th Floor, Room No. 603, N.C. Kelkar Marg, R.G. Gadkari Chowk, Shivaji Park, Near Sena Bhawan, Dadar (West), Mumbai – 400028.
3	Last Date of Written request for Clarifications Before the Pre-bid Meeting	<p>05:00 PM on 15.11.2022</p> <ul style="list-style-type: none"> o Bidder to submit a maximum of -2- participant's name, contact number, designation and e-mail ID for pre bid meeting on rfp.it.procurement@bankofbaroda.com along with pre-bid queries.
4	Pre-bid Meeting details	<ul style="list-style-type: none"> o Pre bid meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams) on 16.11.2022 at 03:00 PM. o Meeting invite Link will be sent by the Bank to bidder's provided email IDs to join the Online Meeting as per the schedule mentioned above. o Bidder representatives will have to click the Bank provided link (provided in the e-mail) to join the On-Line Pre-bid meeting
5	Last Date of Submission of RFP Response (Closing Date)	<p>3:00 PM on 08.12.2022</p> <p>Mode: Online</p> <p>URL: https://www.tenderwizard.com/BOB</p>
6	Eligibility and Technical Bid Opening Date	<p>4:00 PM on 08.12.2022</p> <p>Mode: Online on URL: https://www.tenderwizard.com/BOB</p> <ul style="list-style-type: none"> o The meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams) o Bidders are requested to send bid submission confirmation with their email address for attending online bid opening meeting. on rfp.it.procurement@bankofbaroda.com id after RFP submission time is over
7	Commercial Bid	The commercial bids of only those bidders who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the

		technically eligible bidders.
8	Application Money	Not Applicable
9	Bid Security / EMD (Earnest Money Deposit)	Rs. 20,00,000/- (Rupees Twenty Lakh Only)
10	Mode of bid submission & online portal's URL	Mode: Online URL: https://www.tenderwizard.com/BOB
11	Support details of Online Portal facilitator	ITI Limited, Tender wizard Helpdesk Team Helpdesk Contact No. +91-80-45811365 / +91-80-45982100 Email: eprocurebob@etenderwizard.com For more details, check under Contact Us at home page of e-procurement portal https://www.tenderwizard.com/BOB

[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank, BOB means 'Bank of Baroda'
2. RFP means the Request For Proposal document
3. Proposal, Bid means "Response to the RFP Document"
4. Tender means RFP response documents prepared by the bidder and submitted to Bank of Baroda
5. Support means Support & Services to be provided as part of the Scope of Work
6. MSP means Managed Service Provider of the Bank for Data Center
7. Original Platform Developer (OPD)
8. Annual Maintenance Contract (AMC)
9. Annual Technical Support (ATS)
10. Application Programming Interface (API)
11. Banking, Financial Services and Insurance (BFSI)
12. Central Vigilance Commission (CVC)
13. Customer Relationship Management (CRM)
14. Earnest Money Deposit (EMD)
15. One Time Cost (OTC)
16. Recipient, Respondent, Vendor, Bidder, SI (System Integrator) means the respondent to the RFP document
17. Service Level Agreement (SLA)
18. Single Point of Contact (SPOC)
19. Original Software Developer (OSD)
20. Total Cost of Ownership (TCO)
21. Bill of Material (BOM)
22. Data Center (DC)

23. Proof of Concept (POC)

Please note:

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. “Bidder from a country which shares a land border with India” for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

 - a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
 - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen

- percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Debarment from bidding means (Refer 151 of GFR 2017)

- (i) A bidder shall be debarred if he has been convicted of an offence—
- (a) Under the Prevention of Corruption Act, 1988; or
 - (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- (ii) A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Department of Commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.
- (iii) A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website.
- (iv) The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment

Confidentiality:

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

Contents

1. Introduction	8
2. Project overview and Scope of Work	8
3. Contract Period	8
4. Pre-Qualification for Submission of Bid	8
5. Application Money	9
6. Bid Security / Earnest Money Deposit	9
7. Performance Guarantee	10
8. Sub - Contracting	10
9. Service Level Agreement and Non-Disclosure Agreement.....	11
10. Compliance with Laws	11
11. Termination	11
12. Grievance Redressal and Dispute Resolution.....	12
13. Governing Laws	13
14. Prevention of Corrupt and Fraudulent Practices	13
15. Authorized Signatory.....	13
16. Bid submission by related parties.....	13
17. Right to Reject Bids.....	14
18. General Terms and conditions	14
19. Information Confidentiality	20
20. Information/Cyber-Security Measures/Controls for selected MSP/SP:.....	20
21. Disclaimer.....	21
Annexure 01 - Guidelines for submission details and E-tendering	22
Annexure 02 - Evaluation Terms.....	29
Annexure 03 - Declaration/ Undertaking from bidder	37
Annexure 04 - Bid Security Letter (Earnest Money Deposit).....	39
Annexure 05 - Bid Security Declaration Form	41
Annexure 06 - Bid Security Form.....	43

Annexure 07 - Undertaking from the Bidder	47
Annexure 08 - Pre Bid Queries Form.....	49
Annexure 09 - Conformity Letter.....	50
Annexure 10 - Letter of Undertaking from OEM / OSD.....	51
Annexure 11 - Undertaking of Information Security.....	52
Annexure 12 - Project Details and Scope of Work	53
Annexure 13 - Service Levels.....	80
Annexure 14 - Masked Commercial Bid	82
Annexure 15 - Commercial Bid	84
Annexure 16 – Binding Criteria for Technical Presentation	86
Annexure 17 - Performance Guarantee	88
Annexure 18- Integrity Pact.....	92
Annexure 19 - Service Level and Non-Disclosure Agreement	97
Annexure 20 - Letter of Undertaking from OEM/ OSD on Compliance to RBI Master Direction on Outsourcing of IT Services.....	112
Annexure 21 - Letter of Undertaking from OEM/ OSD on Cloud Security and Compliance.....	113
Annexure 22 – Declaration/ undertaking from bidder to comply with the Information and cyber security controls.....	118
Annexure 23 – Information/Cyber-Security Measures/Controls for selected Service Provider	119

1. Introduction

Bank of Baroda is one of the largest Public Sector Bank (PSU Bank) in India with a branch network of over 8100+ branches in India and around 95+ branches/offices overseas including branches of our subsidiaries, distributed in 15+ countries.

Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051 (hereinafter referred to as the “Bank”) which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this RFP document, hereinafter called RFP, to eligible bidders, hereafter called as ‘Bidders’, participate in the competitive bidding for appointment of service provider for Supply, Implementation (on Cloud) & Maintenance of Automatic Cheque Signature Verification Solution.

2. Project overview and Scope of Work

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda (“The Bank”) to select a Bidder for Selection of Service Provider for Automatic Cheque Signature Verification Solution.

The Bank, for this purpose, invites proposal from Bidders who are interested in participating in this RFP who fulfill the eligibility criteria mentioned under Annexure 02 and are also in a position to comply with the Project Scope mentioned in Annexure 12. Apart from the above the bidder must also agree to all our terms & conditions mentioned under this RFP.

The detail scope of work is mentioned in the Annexure 12. However, Bank reserve the right to modify/ change the scope of work at any phase of this contract

3. Contract Period

The bank shall enter in to an agreement with the selected bidder for a period starting from date of the Purchase Order till -03- years from the Go-Live Sign-off date given by Bank officials. The contract will be deemed completed only when all the items and services contracted by the Bank are provided in good condition, installed, implemented, tested and accepted along with the associated documentation provided to Bank’s employees; as per the requirements of the contract executed between the Bank and the Bidder. The Bank will have the right to renegotiate these prices at the end of the contract period.

4. Pre-Qualification for Submission of Bid

Bidders satisfying the eligibility conditions (mentioned in Annexure 02) and General terms and conditions specified in this document and ready to provide the said “Services” in conformity with Scope of Work stipulated in Annexure 12, may submit their bid through Bank’s e-tendering service provider website <https://www.tenderwizard.com/BOB> on or before the time line stipulated in the [A] Important Dates.

Bids submitted by any other means other than bid submission in e-tendering website will not be accepted by the Bank. The detail guidelines for submission details and E-tendering mentioned in Annexure 01.

5. Application Money

Not Applicable

6. Bid Security / Earnest Money Deposit

6.1 Bidders are required to give an earnest money deposit of an amount as mentioned in “Section-[A] Important Dates - Bid Security (Earnest Money Deposit)” at the time of submission of the technical bid. The proof of same is to be submitted while opening of eligibility cum technical bid, failing of which the bid of the concerned bidder may be rejected.

Bid Security (Earnest Money Deposit) shall be paid through either:

i) Electronic mode to the below mentioned account:

Account Number-29040400000417

Account Name – Bank of Baroda

Branch- BKC, Mumbai

IFSC- BARB0BANEAS

Or

ii) in the form of a Bank Guarantee of an equal amount issued by a Commercial Bank (other than Bank of Baroda) located in India, valid for -08- months in the format provided in the RFP (Annexure 05 – Bid Security Form).

6.2 Offers made without the Earnest money deposit will be rejected. Non-submission of Earnest Money Deposit in the format prescribed in RFP will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned by the Bank within two weeks from closure of the RFP. No interest shall be paid on Bid earnest money deposit to unsuccessful Bidders. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee/ Security Deposit.

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

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

6.4 Exemption from submission of EMD and tender cost

Exemption from submission of EMD and tender cost shall be given to bidders, who are Micro and Small Enterprises (MSE) / Startups. The bidders who are MSE has to submit necessary document issued by NSIC and the bidder who are startups has to be recognized by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD and tender cost exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC / DIPP which are valid on last date of submission of the tender documents. MSE / Startups firms which are in the process of obtaining NSIC / DIPP certificate will not be considered for EMD and Tender cost exemption. Bidder has to submit a “Bid Security Declaration” accepting that if they withdraw or modify their bids during period of validity of the bid, they will be suspended for 6 months.

6.5 Preference to make in India initiative

Government has issued Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 15.06.2017 and subsequent revisions vide Order No. 45021/2/2017-PP (BE-II) dated 16-9-2020 to encourage ‘Make in India’ and to promote manufacturing and production of goods, services and works in India with a view to enhancing income and employment.

Preference will be given with the criteria laid down by Bank and as per procedures laid down in Public Procurement (Preference to Make in India) issued by GOI.

The guidelines under PPP-MII order and subsequent revisions as mentioned above shall be applicable subject to bidder submitting with Class-I/Class-II local content certificate for the quoted product.

7. Performance Guarantee

7.1 The successful bidder shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Annexure 17 to the extent of 3% of the total order value for the entire period of the contract plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a Nationalized Bank only, other than Bank of Baroda.

7.2 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 bidder.

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

7.4 If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the bid security / earnest money deposit taken from the bidder, will be forfeited.

8. Sub - Contracting

The selected service provider / vender shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under this project. In case any particular specialized service in the prescribed in the scope of work requires subcontracting, it needs to be specified in the proposal/ response document with all the details of the work/ services. Please note that no work/ services shall be subcontracted without the prior permission from the Bank in writing.

9. Service Level Agreement and Non-Disclosure Agreement

The successful bidder shall execute a) Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA) (As per Annexure 19), which contains all the services and terms and conditions of the services to be extended as detailed herein. The successful bidder shall execute the SLA and NDA and provide the same along with acceptance of Purchase Order.

All the expenses related to execution of the document such as the applicable stamp duty and registration charges if any shall be borne by the successful bidder as per article 63 Works Contract of Maharashtra Stamp Act.

10. Compliance with Laws

10.1 Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this 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. Also the bidder shall comply with the provisions of code of wages, and other labor welfare legislations, 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. The Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

10.2 The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above.

11. Termination

11.1 Bank reserves the right to terminate this RFP at any stage without any notice or assigning any reason.

11.2 At any time during the course of the RFP process or before the award of contract or after execution of the contract that one or more terms and conditions laid down in this Request For Proposal has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information, Bank may terminate this contract and may invoke performance bank guarantee or forfeit the security deposit as the case may be. Further bank may impose such restriction/s on the defaulting bidder as it deemed fit.

11.3 After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same, In such an event, the bidder is bound to make good the additional expenditure which the Bank may have to incur for the execution of the balance of the contract.

12. Grievance Redressal and Dispute Resolution

12.1 Any bidder who claims to have a grievance against a decision or action with regards to the provisions of this RFP may file a request to the Chief Technology Officer at cto@bankofbaroda.com. It may please be noted that the grievance can be filed by only that bidder who has participated in Procurement proceedings in accordance with the provisions of this RFP. All letters must be addressed to the following:

Chief Technology Officer
Bank of Baroda, Baroda Sun Tower
C-34, G-Block, BKC, Mumbai-51

Dispute Resolution:

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

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

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

12.5 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.

12.6 The seat and place of arbitration shall be Mumbai. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings.

12.7 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.

13. Governing Laws

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

14. Prevention of Corrupt and Fraudulent Practices

14.1 As per Central Vigilance Commission (CVC) directives, every participating bidder is required to sign an integrity pact as per the Annexure 18 of this RFP.

14.2 All Bidders / Suppliers / Contractors are expected to observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of the policy:

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

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

14.4 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.

15. Authorized Signatory

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

16. Bid submission by related parties

16.1 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 company;
- b) Bids submitted by two or more companies having common director/s
- c) Bids submitted by partnership firms / LLPs having common partners
- d) Bids submitted by companies in the same group of promoters/management

16.2 In the case of software or hardware either the Indian agent on behalf of the principal/ OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same solution in this tender. If an agent submits bid on behalf of the Principal/ OEM, the same agent cannot submit a bid on behalf of another Principal/ OEM in this tender for the same solution.

17. 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:

- a) It is not in conformity with the instructions mentioned in the RFP document.
- b) It is not accompanied by the requisite Earnest Money Deposit (EMD).
- c) It is not properly or duly signed.
- d) It is received through Telex / telegram / fax
- e) It is received after expiry of the due date and time.
- f) It is incomplete including non-furnishing the required documents.
- g) It is evasive or contains incorrect information.
- h) There is canvassing of any kind.
- i) It is submitted by related parties
- j) It is submitted anywhere other than the place mentioned in the RFP.

Further Bank reserves the rights to:

- a) Reject any or all responses received in response to the RFP.
- b) Extend the time for submission of all proposals.
- c) Cancel the RFP at any stage, without assigning any reason whatsoever.
- d) Visit the place of work of the bidder.
- e) Conduct an audit of the services provided by the bidder.
- f) Ascertain information from the Banks and other institutions to which the bidders have rendered their services for execution of similar projects.
- g) Revise any part of the tender document, by providing a written addendum at any 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.

18. General Terms and conditions

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

18.2 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.

18.3 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.

18.4 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.

18.5 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.

18.6 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.

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

18.8 The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement. The bidder 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.

18.9 Acceptance of Terms: the bidders will, by responding to the Bank’s RFP document, be deemed to have accepted the terms as stated in this RFP document

18.10 Only one submission of response to RFP by each Respondent will be permitted.

18.11 The Bank expects the Bidder to adhere to the terms of this tender document and would not accept any deviations to the same.

18.12 The Bank expects that the Bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.

18.13 Unless agreed to specifically by the Bank in writing for any changes to the issued tender document, the Bidder responses would not be incorporated automatically in the tender document.

18.14 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.

18.15 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. E-procurement portal will not allow lodgment of RFP response after the deadline. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.

18.16 The Bank has established RFP coordinators to provide a medium for managing bidder relationship and other requirements through the Bank's decision making body for contract clarification. All the queries and communication must be addressed to the RFP coordinators / contact persons from the Bank mentioned in "[A] Important Dates - RFP Coordinator"

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

18.18 All questions relating to the RFP, technical or otherwise, must be in writing and addressed to the addresses given in point "[A] Important Dates" above. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications. The Bank will try to reply, without any obligation in respect thereof, every reasonable question raised by the Respondents in the manner specified.

18.19 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.

18.20 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.

18.21 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.

18.22 Bidder should submit their Eligibility Cum Technical and Commercial bids through online portal. The bidder must register for submission of their bid as specified in this document.

18.23 All submissions, including any accompanying documents, will become the property of the Bank. The bidder 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 bidders 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

18.24 All responses should be in English language. All responses by the bidder to this tender document shall be binding on such bidder for a period of 180 days after opening of the bids.

18.25 The bidder may modify or withdraw its offer after submission but prior to the closing date and time as prescribed by Bank. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.

18.26 The bidders are required to quote for all the components/services mentioned in the “Project scope” and all other requirements of this RFP. In case the bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.

18.27 Based on the Bank’s requirements as listed in this document, the bidder should identify the best-suited product / solution that would meet the Bank’s requirements and quote for the same. In case the bidder quotes more than one model and they have not specified which particular model quoted by them needs to be considered, then the response would be considered as improper and the whole bid submitted by the Bidder is liable to be rejected. The Bidder is expected to provide the best option and quote for the same.

18.28 In the event the bidder has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Bidder’s and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to the Bank.

18.29 The Bank is not responsible for any assumptions or judgments made by the bidder for proposing the deliverables. The Bank’s interpretation will be final.

18.30 The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Bidder and responded by the Bidders have been quoted for by the Bidder, and there will be no extra cost associated with the same in case the Bidder has not quoted for the same.

18.31 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 Bidder 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 Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.

18.32 Responses to this RFP should not be construed as an obligation on the part of the Bank to award a contract / purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.

18.33 By submitting a proposal, the bidder agrees to contract with the Bank within the time period proscribed by the bank. Failure on the part of the successful bidder to execute an agreement with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.

18.34 The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the bidders. In the event the bidders are not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing

18.35 The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP.

18.36 The bidder covenants and represents to the Bank the following:

- a) It is duly incorporated, validly existing and in good standing under as per the laws of the state in which the entity is incorporated.
- b) It has the corporate power and authority to enter into Agreements and perform its obligations there under.

18.37 The execution, delivery and performance under an Agreement by bidder:

- a) Will not violate or contravene any provision of its documents of incorporation;

- b) 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;
- c) 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;

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

18.39 The Bank would not assume any expenses incurred by the bidder in preparation of the response to this RFP and also would not return the bid documents to the Bidders

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

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

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

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

18.44 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 procurement. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase.

18.45 Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct information of the services being offered must be filled in. Filling up of the information using terms such as “OK”,

“accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.

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

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

18.48 The Bidder shall perform its obligations under this Tender as an independent contractor, and shall not engage subcontractors to perform any of the Deliverables or Services without the prior permission from Bank. Neither this Tender nor the Bidder’s performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Bidder or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.

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

19. Information Confidentiality

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

20. Information/Cyber-Security Measures/Controls for selected MSP/SP:

The Bidder and third party Service Provider need to provide an undertaking on their letter head as per Annexure-22 to comply with the Information and cyber security controls given in the Annexure-23, on an ongoing basis and regulatory / legal guidelines and directives related to SP / outsourcing issued by regulators / legal entities from time to time. The SP shall provide access to the regulators, legal authorities, Bank and Bank appointed auditors for on-site/off-site supervision.

Service providers have to ensure that outsourced critical IT service are subjected to the annual IT audit / Technology risk assessment process by an independent professional agency as approved by the local government or regulator at no extra cost to the Bank.

The selected Bidder has to abide with all clauses mentioned in the Annexure-23 Cyber Security Controls which will be part of the NDA/SLA signed with the Bank at the time of award of contract.

21. 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 - Guidelines for submission details and E-tendering

Technical Bid envelope to contain the following (All the Documents should be digitally signed by authorized representative of bidder)		
Section#	Section Heading	Performa Given
1.	Covering letter certifying compliance of Eligibility Criteria and Scope of Work compliance	Bidder to provide
2.	Eligibility criteria compliance with bidder comments	Annexure 02
3.	Undertaking as Per Rule 144 (xi) in the General Financial Rules (GFRs), 2017. Declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23 rd July 2020 issued by Ministry of finance department of expenditure. (Signed /Digitally signed documents from authorized representative of bidder & OSD/ OEM)	Annexure 03 along with Copy of certificate of valid registration with the Competent Authority (If applicable)
4.	Bid Security (Earnest Money Deposit)	Bidder to provide Transaction Details as per Annexure 04 or Bank Guarantee as per Annexure 06. For Micro & Small Enterprises (MSEs) / Startups "Bid Security Declaration - As Per Annexure 05
5.	Letter of Undertaking from the bidder	Annexure 07
6.	Conformity Letter	Annexure 09
7.	Letter of Undertaking from the OEM/ OSD	Annexure 10
8.	Undertaking of Information Security (Bidder & OSD)	Annexure 11
9.	Technical Proposal: The proposal based on Technical Specification compliance should be submitted with pages properly numbered, each page signed and stamped.	Bidder need to provide the Compliance of all technical requirement along with the scope mentioned in Annexure 12
10.	Executive Technical Summary	Bidder to provide
11.	Copy of the tender document along with annexures and addendum duly sealed and signed on all the pages of the document / digitally signed tender document from authorized representative of bidder.	Bidder to provide

Technical Bid envelope to contain the following (All the Documents should be digitally signed by authorized representative of bidder)

Section#	Section Heading	Performa Given
12.	Masked price bid (Please note that the masked price bid should be exact reflection of the commercial bid except that the masked price bid <u>should not contain any financial information</u>)	Annexure 14
13.	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	Bidder to provide
14.	A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank.	Bidder to provide (To submit Board Resolution copy of authorizing official to submit the Bid)
15.	Integrity Pact (Bidder to submit duly Signed and Stamped by Authorized Signatory Integrity Pact on proper stamp paper along with Bid.)	Bidder to provide detailed Annexure 18
16.	Service Level And Non-Disclosure Agreement Format	Annexure 19
17.	Letter of Undertaking from OEM/ OSD on Compliance to RBI Master Direction on Outsourcing of IT Services RBI/2022-23/xx DoS.CO.CSITEG/SEC.xx/31.01.015/2022-23 Dated 23rd June 2022	Annexure 20
18.	Letter of Undertaking from OEM/ OSD on Cloud Security and Compliance (Applicable in case of cloud-based solution)	Annexure 21
19.	Declaration/ undertaking from bidder to comply with the Information and cyber security controls.	Annexure 22

Commercial Bid should be strictly as per Commercial bid format (Annexure 15). Any commercial bid submitted not in conformity with Annexure 15 and provided along with the Eligibility cum Technical bid, then whole bid will be rejected outright.

Guideline for E-TENDERING

1.1 General Instructions

To view the Tender Document along with this Notice and its supporting documents, kindly visit following e-Tendering website of Bank of Baroda:

www.tenderwizard.com/BOB

RFP responses received after the deadline for lodgement 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.

The bidders participating first time for e-tendering on Bank of Baroda e-tendering portal will have to complete the Online Registration Process on the e-tendering portal. A link for enrolment of new bidders has been provided on the above link. All bidders interested in participating in the online e-tendering process are required to procure Class III Digital Signatures e-Token having -02- certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The bid should be prepared & submitted online using the bidder's authorized Class III Digital Signature (Individual certificate is allowed for proprietorship firms) Digital e- Token.

If any assistance is required regarding e-tendering (registration / upload / download / Bid Preparation / Bid Submission) please contact Tender wizard Help Desk as per following:

Helpdesk Contact No.: +91-80-45811365 & +91-80-45982100

email: eprocarebob@etenderwizard.com

Primary Contact Number

- Mr. Krupesh Kulkarni : +91-8800907637

Alternate Contact Numbers

- Mr. Sandeep Gautam : +91-8800496478
- Mr. Kamal Mishra : +91-8800115821

Contact No. for other activities

- Registration Help Desk : **+91-80-45811365 & +91-80-45982100**

(Kindly put "REGISTRATION/PROFILE UPDATE" in the subject line of the email to eprocarebob@etenderwizard.com)

- e-procurement queries : **+91-80-45811365 & +91-80-45982100**

(Kindly put "E-PROCUREMENT QUERIES" in the subject line of the email to eprocarebob@etenderwizard.com)

Note: please note support team will be contacting through email and whenever required through phone call as well. Depending on nature of assistance support team will contact on the priority basis. It will be very convenient for bidder to schedule their online demo in advance with support team to avoid last minute rush.

1.2 Downloading of Tender Document

The tender document is uploaded / released on Bank of Baroda e-tendering portal link as mentioned above. Tender document and supporting documents may be downloaded from same link. Subsequently, bid has to be prepared and submitted ONLINE ONLY as per the schedule given in Notice Details. The Tender document will be available online only. Tender document will not be sold / issued manually.

Only those tender offers shall be accepted for evaluation for which non-refundable Application Money (Not Applicable) and Earnest Money Deposit (EMD) is deposited as per the terms mentioned in this RFP.

1.3 Preparation & Submission of Bids

The bids (Pre-Qualification, Eligibility, Technical as well as Commercial) shall have to be

prepared and subsequently submitted online only. Bids not submitted “ONLINE” or by any other mean shall be summarily rejected. No other form of submission shall be permitted.

1.4 Do's and Don'ts for Bidder

- ▶ Registration process for new Bidders should be completed within first week of release of tender.
- ▶ The e-procurement portal is open for upload of documents from the start of the bid submission date. Hence bidders are advised to start the process of upload of bid documents well in advance.
- ▶ Bidders have to prepare for submission of their bid documents online well in advance as
 - The encrypt/upload process of soft copy of the bid documents large in number to e-procurement portal may take longer time depending upon bidder's infrastructure and connectivity.
 - To avoid last minute rush & technical difficulties faced by bidders in uploading/submission of bids, bidders are required to start the uploading of all the documents required -01- week in advance for timely online submission of bid.
- ▶ Bidders to initiate uploading of few primary documents during the start of the tender submission and any request for help/support required for uploading the documents / understanding the system should be taken up with e-procurement service provider well in advance.
- ▶ Bidders should not raise request for extension of time on the last day of submission due to non-submission of their bids on time as Bank will not be in a position to provide any support at the last minute as the portal is managed by e-procurement service provider.
- ▶ Bidder should not raise request for offline submission or late submission since ONLINE submission is accepted only.
- ▶ Partly or incomplete submission of bids by the bidders will not be processed and will be summarily rejected.

1.5 Guidelines to Bidders for Electronic Tendering System

1.5.1 Pre-requisites to participate in the Tenders

Registration of bidders on e-procurement portal of Bank of Baroda:

The bidders unregistered on e-procurement portal of Bank of Baroda and interested in participating in the e-tendering process shall be required to enroll/register on the e-procurement portal. To enroll, bidders have to generate User ID and password on www.tenderwizard.com/BOB. The bidders may obtain the necessary information on the process of registration/enrollment either from Helpdesk Support Team: +91-11-49424365 or may download Bidder Help Manuals available under “Help Manuals/ Latest Circulars/ Formats” on home page of e-procurement portal i.e. www.tenderwizard.com/BOB.

1.5.2 Preparation of Bid & Guidelines for Digital Certificate

The Bid Data that is prepared online is required to be signed & encrypted and the hash value of the Bid Data is required to be signed electronically using a Class III Digital Certificate. This is required to maintain the security of the Bid Data and also to establish the identity of the Bidder transacting on the System. This Digital Certificate should be having Two Pair (1. Sign Verification 2. Encryption/ Decryption). Encryption Certificate is used to encrypt the data / information and Signing Certificate to sign the hash value during the Online Submission of Tender stage.

The Digital Certificates are issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate.

Bid data / information for a particular Tender must be submitted only using the Digital Certificate. In case, during the process of preparing and submitting a bid for a particular tender, the bidder loses his / her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem), he / she may not be able to submit the Bid online. Hence, the bidders are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need.

In case of online tendering, if the Digital Certificate issued to an authorized user of a partnership firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that user to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner in the same form is required to authorize) to use the digital certificate as per *Indian Information Technology Act, 2000*.

Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authority User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Bank of Baroda as per *Indian Information Technology Act, 2000*. The Digital Signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or Sub Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.

The same procedure holds true for the Authorized Users in a Private / Public Limited Company.

The bidder should Ensure while procuring new digital certificate that they procure a pair of certificates (two certificates) one for the purpose of Digital Signature, Non-Repudiation and another for Key Encipherment.

1.5.3 Recommended Hardware and Internet Connectivity

To operate on the Electronic Tendering System, the bidders are recommended to use Computer System with at least 2 GB of RAM and broadband connectivity with minimum 1 Mbps bandwidth. However, Computer Systems with latest i3 / i5 Intel Processors and Broadband/4G connection is recommended for better performance.

- Operating System Requirement : Windows 7 & above

- Browser Requirement (anyone from following)
 - Microsoft Internet Explorer (IE) version 11 and above
 - Mozilla Firefox - Latest version
 - Google Chrome - Latest version
- Browser settings
 1. Disable the 'Popup Blocker' in the browser under Tools. Make sure this is in 'Turn Off' mode.
 2. Add the e-procurement domain name in the 'Compatibility View' list of your browser Turn off the 'Smart Screen Filter' in the browser.
- Supported File Types
 1. General Documents such as DOC, XLS, JPG, BMP, GIF, PNG, PDF, ZIP formats are allowed
 2. Files with .EXE, .PSD extensions are not allowed
 3. File size not to exceed 5 MB per attachment
 4. All uploaded files should be virus free and error free
- Minimum System Configuration
 1. CPU speed of 2.0 GHz
 2. USB Ports
 3. 2 GB of System Memory (RAM)
 4. Anti-virus software should be enabled and updated regularly
- Requirement of utility software
 1. Java Run Time Engine (JRE – 1.8.0) or higher.
 2. Microsoft Office 2003 with MS Word and MS Excel
 3. Adobe Acrobat Reader, PKI Installation Driver for Digital Signature

1.6 Steps to participate in the e-Tenders

1.6.1 Online viewing of Detailed Notice Inviting Tenders

The bidders can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by Bank of Baroda on the home page of bank's e-Tendering Portal on www.tenderwizard.com/BOB.

1.6.2 Download of Tender Documents

The Pre-qualification / Main Bidding Documents are available for free downloading.

1.6.3 Online Submission of Tender

Submission of bids will be preceded by Online Submission of Tender with digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of BOB. The templates may be either form based, extensible tables and / or upload-able documents. In the form-based type of templates and extensible table type of templates, the bidders are required to enter the data and encrypt the data/documents using the Digital Certificate / Encryption Tool wherever

applicable.

- 1.6.4 Close for Bidding: After the expiry of the cut-off time of Online Submission of Tender stage to be completed by the Bidders has lapsed, the Tender will be closed by the Tender Authority.
- 1.6.5 Online Final Confirmation: After submitting all the documents bidders need to click on “Final Submission” tab. System will give pop up “You have successfully completed your submission” that assures submission completion.
- 1.6.6 Short listing of Bidders for Commercial Bidding Process: The Tendering Authority will first open the Technical Bid documents of all Bidders and after scrutinizing these documents will shortlist the Bidders who are eligible for Commercial Bidding Process. The short-listed Bidders will be intimated by email.
- 1.6.7 Opening of the Commercial Bids: The Bidders may remain present in the office of the Tender Opening Authority at the time of opening of Commercial Bids. However, the results of the Commercial Bids i.e. TCO of all bidders shall be made available on the bank’s e-procurement portal after the completion of opening process.
- 1.6.8 Tender Schedule (Key Dates): The bidders are strictly advised to follow the Dates and Times as indicated in the Time Schedule in the detailed tender Notice for the Tender. All the online activities are time tracked and the electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and time of the stage as defined in the Tender Schedule.

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

- 1.7 Important Points: The Bid hash values are digitally signed using valid Class – III Digital Certificate issued by any Certifying Authority. The bidders are required to obtain Digital Certificate well in advance.
- The bidder may modify bids before the deadline for Online Submission of Tender as per Time Schedule mentioned in the Tender documents.
 - This stage will be applicable during both Pre-bid / Pre-qualification and Financial Bidding Processes.

Steps by step detailed Bidder Manual are available on homepage under Support section related to activities like Java Settings, Registration, Login Process, Tender Participation, Bid Download, upload & Submission, Corrigendum/Addendum, Clarifications, Re-submissions etc. on e-procurement portal i.e. www.tenderwizard.com/BOB

Note: Bank and ITI Limited shall not be liable & responsible in any manner whatsoever for any failure to access & bid on the e-tender platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the event. Bidders are advised to ensure system availability and prepare their bid well before time to avoid last minute rush. Bidders can fix a call with

support team members in case guidance is required by calling on helpdesk number.

Annexure 02 - Evaluation Terms

Evaluation process

A two stage process is adopted for selection of the Service Provider:

- ▶ Stage 1 –Eligibility Bid Evaluation
- ▶ Stage 2 – Evaluation methodology for eligible bidders:
 - Technical Bid Evaluation
 - Commercial Bid Evaluation

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

Eligibility Bid Evaluation

Pre-qualification / eligibility criterion for the Bidder to qualify this stage is clearly mentioned below - Eligibility Criterion Compliance. The bidder would need to provide supporting documents as part of the eligibility proof. All dates if not specified to be applicable from the date of the RFP.

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
A	General		
1	Bidder must be a Government Organization / PSU / PSE / partnership firm / LLP or private / public limited company in India for last 5 years.		Documentary Proof to be attached (Certificate of Incorporation)
2	Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) within last 2 years from the RFP date		Letter of confirmation from Bidder (self-certified letter signed by authorized official of the bidder)
3	The Bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017. or		Undertaking as per Annexure 03 and Copy of certificate of valid registration with the Competent Authority (If applicable) (signed/Digitally signed)

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
	The Bidder is from such a country and has been registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure to the said Office Memorandum / Order and we submit the proof of registration herewith.		documents from authorized representative of bidder & OSD / OEM)
4	The Bidder to 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 from Bidder (self-certified letter signed by authorized official of the bidder)
5	The Bidder to provide an undertaking on his letter head that all the functional and technical requirements highlighted as part of Technical Scope are covered in totality in the proposal submitted by the Bidder.		Letter of confirmation from Bidder (self-certified letter).
B	Financial		
1	<p>The Bidder must have registered an average annual turnover of Rs.10 Crore or above during the last three completed financial years i.e. 2019-20, 2020-21 and 2021-22* (Not inclusive of the turnover of associate companies).</p> <p style="text-align: center;">OR</p> <p><i>Below clause is applicable for bidders who fall under the category of Micro & Small Enterprise (MSEs) or Start-ups (Necessary valid documentary proof certifying the bidder as an MSE or Start-up needs to be submitted by the bidder)</i></p> <p>The Bidder must have registered average annual turnover of Rs. 1 Crore or above during the last three completed financial years – 2019-20, 2020-21 and 2021-22* (Not inclusive of the turnover of associate companies).</p>		<p>Audited Financial statements for the financial years 2019-20, 2020-21 and 2021-22*.</p> <p>AND</p> <p>Certified letter from the Chartered Accountant clearly mentioning Turnover, Net Profit and Net worth. The CA certificate in this regard should be without any riders or qualification.</p> <p>*If 2021-22 Financial Statements of any bidder is unaudited, then Financial statements for 2018-19, 2019-20 and 2020-21 will be considered, along with an undertaking letter from the bidder that FY 2021-22 statements are not audited.</p> <p>In this scenario Audited Financial statements for the financial year 2018-19, 2019-20 and 2020-21 are to be submitted.</p>

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
2	<p>The Bidder must be Net profit making entity continuously for the last three years that is financial years i.e. 2019-20, 2020-21 and 2021-22*.</p> <p style="text-align: center;">OR</p> <p>The net worth of the bidder should be positive as on RFP date and should not have eroded by more than 30% in the last three years.</p>		<p>Audited Financial statements for the financial years 2019-20, 2020-21 and 2021-22*.</p> <p>AND</p> <p>Certified letter from the Chartered Accountant clearly mentioning Turnover, Net Profit and Net worth. The CA certificate in this regard should be without any riders or qualification.</p> <p>*If 2021-22 Financial Statements of any bidder is unaudited, then Financial statements for 2018-19, 2019-20 and 2020-21 will be considered, along with an undertaking letter from the bidder that FY 2021-22 statements are not audited.</p> <p>In this scenario Audited Financial statements for the financial year 2018-19, 2019-20 and 2020-21 are to be submitted.</p>
C	Technical		
1	The Bidder should be an Original Software Developer (OSD) or authorized partner of OSD for supply of licenses and solution implementation and maintenance support under warranty / AMC / ATS for the solution.		Letter of confirmation from OSD need to be submitted.
2	If OSD is bidding directly they cannot submit another bid with any Bidder.		Letter of confirmation from OSD in case if OSD is bidding directly
3	The Bidder must be Gold/Tier-1 or Silver/Tier-2 partner or should have the highest level of partnership of the OSD for the proposed product.		Letter of confirmation from OSD need to be submitted and Relevant certification to be submitted
4	Proposed Cloud Service Provider (CSP) should have DC & DR in India in 2 different seismic zone and both the Data centers should be operational from atleast 6 months (from the date of bid submission).		Letter of confirmation from Bidder (self-certified letter signed by authorized official of the bidder)
D	Experience & Support Infrastructure		

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
1	The bidder should have been in operation for last 5 years and should be in the business of proposed solution in India for last three years as on RFP date.		Documentary Proof of order / contract copy / customer credentials.
2	The proposed solution for Cheque Automated Signature Verification must have been implemented by respective bidder at least in a Bank in India having business mix (Deposits + Advances) of 1,00,000 crore and above during last three years as on RFP date. This implementation should be on Software-As-A-Service model (SaaS) in line with scope of this RFP.		Documentary Proof of order / contract copy / customer credentials.
3	Bidder should have direct support offices in PAN India. In case direct support office of the bidder is not present in PAN INDIA then an undertaking to be provided by the Bidder stating that direct support would be provided by the bidder at PAN INDIA and whenever desired by the Bank.		Letter of confirmation (self-certified letter) along with detailed address of support offices
4.	The bidder should have obtained ISO/IEC 27001:2013 or above certification.		Copy of relevant certificate / Documentary proof to be submitted.

Technical Bid Evaluation

The technical bids of only those bidders, who qualify in the above mentioned eligibility criteria, will be evaluated. The vendor needs to achieve a cut – off score of 70 marks in this technical evaluation stage to be qualified for commercial bid opening. Only those vendors who achieve the specified cut–off scores would be short-listed for Commercial Bid Evaluation. The Technical Proposal will be evaluated for technical suitability and the criteria for evaluation of technical bids are as under:

S. No.	Criteria	Total Marks
1.	Number of such solution (Cheque Automated Signature verification Tools) implemented by respective bidder in -02- reputed Scheduled Commercial Bank (Indian / Foreign Bank, operating in India) during last three years as on RFP date* (each implementation carrying 10 Marks and Maximum 2 Implementation). The bidder qualified in Eligibility shall have to arrange Onsite Visit where the proposed solution is implemented.	20

2.	Compliance to the proposed Cheque Automated Signature verification solution features as mentioned in Technical Requirement Sheet given in Annexure 12 (Project Details and Scope of Work)	40
3.	Technical Presentation on Proposed Solution by the Bidder. Technical presentation will be evaluated on the following parameters: a) Product Capability b) Technical Architecture and uniqueness c) Demo of the product & features as mentioned in Technical Requirement Sheet given in Annexure 12	20
4.	Client Feedback (through site visit and interaction with clients)	20
Total Marks		100

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 a clear work plan as described in the proposal or in case the responses received from the site visited are negative or the services to be provided does not meet Bank's technical / functional requirement.

Commercial Bid Evaluation

The commercial bids of only those bidders who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible bidders. The commercial bids submitted by bidders will be evaluated based on discounted total cost of ownership (Net Present Value (NPV)). The discount rate will be used @ 10%. The key considerations of the TCO would be the total payouts for entire project through the contract period, discounted at 10% to arrive at the present value of the future cash outflows. Accordingly, the L1 (Lowest Bidder) would be arrived at. The calculation performed by the Bank in this regard is as follows:

- ▶ The discounted rate will be calculated on yearly basis based on the formula $A / (1+i/100)^n$ where A= Total Value in each Year; $i=10\%$ and $n = \text{Year}$.
- ▶ The Present Value will be calculated for all components where the payment is recurring year on year. The Present Value for the component will start from the year of purchase of that component / start of the services (AMC) and shall be calculated till the end year of the contract. Further n - number of period will be '0' in the year of purchase of that component / start of the services and subsequently increased by 1 for subsequent years.

Any component / service for which the payment is a One Time Cost the NPV cost of the equipment / service for that year will be considered and the relevant year's NPV cost will be added as part of Present Value calculation for that year. Further the payment of the OTC component / services is not recurring in nature hence the present value for that component / services will be considered in the year of purchase only and not in

subsequent years.

The decision of the Bank shall be final and binding on all the bidders to this document. The Bank reserves the right to accept or reject an offer without assigning any reason whatsoever. The bidder is expected not to add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.

The proposal of L1 (Lowest Vendor) based on NPV, shall be recommended for award of contract.

Commercial Bids Terms

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

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

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

Price Comparisons

- a. The successful bidder will be determined on the basis evaluation mentioned in Evaluation Criteria in this RFP document.
- b. 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 bidders 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 shortlisted bidders 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 bidders agree that they have no reservation or objection to the normalization process and all the bidders 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 bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

- c. The Price offer shall be on a fixed price basis. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected. The rate quoted by the bidder should necessarily include the following:
- ▶ Prices quoted by the Bidder should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals. The Bidder is expected to provide the 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.
 - ▶ The Bidders expected to provide details of services which are required to be extended by the Bidder in accordance with the terms and conditions of the contract.
- d. The Bidder must provide and quote for the required product and services as desired by the Bank as mentioned in this RFP. Any product or services not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder.

Annexure 03 - Declaration/ Undertaking from bidder

Regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure

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

To

Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: Request for Proposal for Selection of Service Provider for Automatic Cheque Signature Verification Solution

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

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

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

Please strike off whichever is not applicable

1. "I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is not from such a country."
2. "I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is from such a country. I hereby certify that _____ fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached.]"

In case the work awarded to us, I/ we undertake that I/ we shall not subcontract any of assigned work under this engagement without the prior permission of bank.

Further we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on subcontracting to contractors from such countries; I certify that our subcontractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our subcontractor fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached herewith.]”

2. We, hereby confirm that we fulfill all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process.

We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

3. This declaration cum undertaking is executed by us or through our Authorized person, after having read and understood the terms of RFP and the Office Memorandum and Order.

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

List of documents enclosed:

1. Copy of certificate of valid registration with the Competent Authority (strike off if not applicable)

Annexure 04 - Bid Security Letter (Earnest Money Deposit)

(Bidder needs to provide the Transaction Details of Bid Security (EMD)

(In case paid through electronic mode)

To,

Chief Technology Officer
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051
Sir,

Sub: Request for Proposal for Selection of Service Provider for Automatic Cheque Signature Verification Solution

We having our registered office at (Herein after called the 'BIDDER') are offering Earnest Money Deposit as per details below for consideration of the bid of the above mentioned Bidder.

Amount: Rs. _____ /- (Rupees _____ Only)

Mode: Online Transfer/Bank Guarantee

Payment Type: RTGS (Real Time Gross Settlement) / NEFT (National Electronics Fund Transfer)/ Bank Guarantee

UTR / Txn. ref. No. _____

Txn. Date: _____

Remitting Bank: _____

Remitting Bank IFSC Code: _____

Beneficiary Account: Bank of Baroda, Bank Account No. 29040400000417

Beneficiary Bank IFSC Code: BARB0BANEAS

The details of the transaction viz. scanned copy of the receipt of making transaction or Bank Guarantee or Micro and Small Enterprises (MSE) / Startups Certificate (if EMD not applicable) to be enclosed.

The Bank at its discretion, may reject the bid if the EMD money doesn't reflect in beneficiary account or BG not received as per details furnished above.

Account Details for refund of Bid Security (Earnest Money Deposit) as per terms & conditions mentioned in the Tender document

We having our registered office at (Herein after called the 'BIDDER') are providing our bank account details as per below to be considered as our account for refund of Bid



Security (Earnest Money Deposit), wherever applicable as per terms & conditions mentioned in the Tender document.

A/C Name:

A/C No. (Company account details):

IFSC Code:

Bank Name:

Bank Address:

The details mentioned above is treated as final & bank shall not be held responsible for any wrong/failed transaction due to any discrepancy in above details.

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Annexure 05 - Bid Security Declaration Form
(For Micro and Small Enterprises (MSE) / Startups)

To,

Chief Technology Officer
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051
Sir,

Sub: Request for Proposal for Selection of Service Provider for Automatic Cheque Signature Verification Solution

1. I/We, the undersigned, declare that M/s.....is a Micro and Small Enterprise and the copy of registration certificate issued by NSIC/DIPP for Micro and Small Enterprises (MSE) / Startups which are valid on last date of submission of the tender documents are enclosed.
2. I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration as per Rule 170 of General Financial Rules (GFRs) 2017 by Micro and Small Enterprises (MSEs).

OR

2A. as per the tender / RFP no:floated for At para no: a Bid

Declaration Form in lieu of Bid Security is required to be submitted by me/ as per Rule 170 of General Financial Rules (GFRs) 2017 by Micro and Small Enterprises (MSEs).

3. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of 6 months from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We
 - a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
 - b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.
4. I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.
5. I/We declare that I am the authorized person ofto make the declaration for and on behalf of Letter of Authority for executing declaration is enclosed

Signed: (insert signature of person whose name and capacity are shown)

In the capacity of: (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: in case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submit the Bid)

Annexure 06 - Bid Security Form

(Pro forma for Bank Guarantee in lieu of EMD - Bidder need to provide the Bank Guarantee in following format in lieu of Bid Security Transaction)

To,

Date DD-MM-YYYY

Bank of Baroda

.....

Dear Sir,

Sub: Request for Proposal for Selection of Service Provider for Automatic Cheque Signature Verification Solution

WHEREAS.....(Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at India (hereinafter referred to as "the VENDOR") proposes to offer its response to RFP No..... #: (RFP details) (Hereinafter called the "RFP")

AND WHEREAS, in terms of the conditions as stipulated in the RFP, the VENDOR is required to furnish a Bank Guarantee in lieu of the Earnest Money Deposit (EMD), issued by a Scheduled Commercial Bank in India in your favor to secure the order of the RFP in accordance with the 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 and in consideration of the proposed RFP response to you, WE,.....having..... Office at....., India has agreed to issue the BANK GUARANTEE.

THEREFORE, WE,, through our local office at India furnish you the Bank GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We....., 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 to the extent of Rs.....(Rupeesonly) an amount equivalent to the

EMD 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 vender . any of the terms and conditions contained in the RFP and in the event of the VENDOR commits default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the RFP 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 in terms of the 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 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.
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 of the RFP and after the VENDOR had discharged all his obligations under the RFP and produced a certificate of due completion of work under the said RFP and submitted a “No Demand Certificate “provided always that the guarantee shall in no event remain in force after the day ofWithout 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. Should it be necessary to extend Bank Guarantee on account of any reason whatsoever, we undertake to extend the period of Bank Guarantee on your request under intimation to the VENDOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without affecting Bank Guarantee from time to time to vary any of the terms and conditions of the RFP or extend the time of performance of the RFP or to postpone 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 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 of or any indulgence by you to the VENDOR or by any variation or modification of the RFP 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 day of unless expressly agreed to by us in writing.

6. 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.
7. 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 surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
8. 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 said RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by courier, telex, fax, e-mail 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.
10. 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 here before given to you by us (whether jointly with others or alone) and now existing un-cancelled and that Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. 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 ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
12. 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.
13. 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.

14. Notwithstanding anything contained herein above;
- Our liability under this Guarantee shall not exceed Rs..... (Rupees.....only);
 - This Bank Guarantee shall be valid up to and including the dateand
 - 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.
15. We have the power to issue this Bank Guarantee in your favor 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.

For and on behalf of

Branch Manager

Seal & Address

NOTE:

- VENDOR SHOULD ENSURE THAT THE SEAL & CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG
- STAMP PAPER IS REQUIRED FOR THE BG ISSUED BY THE BANKS LOCATED IN MUMBAI.
- BANK GUARANTEE IF SUBMITTED, SHOULD BE ACCOMPANIED WITH COPY OF THE SFMS TRANSMITTED AT THE TIME OF ISSUE OF BANK GUARANTEE. AS PER IBA NOTIFICATION NO. PS&BT/GOVT/2305 DATED 16-MAR-2016 ALONG WITH MINISTRY OF FINANCE, GOVERNMENT OF INDIA CIRCULAR F.NO.7/112/2011-BOA DATED 08-MAR-2016 WITH RESPECT TO SENDING BANK GUARANTEE ADVICES THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS), IT IS NECESSARY TO CONFIRM THE AUTHENTICITY OF THE BANK GUARANTEES (BG) BY SFMS MESSAGE. THE SFMS SHOULD BE SENT TO FOLLOWING BRANCH:

BRANCH NAME & ADDRESS: BANK OF BARODA, BKC BRANCH, C-26, G-BLOCK, BARODA CORPORATE CENTER, BANDRA EAST, MUMBAI-400051

IFSC CODE: BARB0BANEAS (FIFTH LETTER IS "ZERO")
- VENDOR SHOULD ENSURE THAT THE BANK GUARANTEE SHOULD CONTAIN ALL TERMS & CONDITIONS AS PER THIS FORMAT. BANK GUARANTEE SUBMITTED WITH ANY RIDER OR DEVIATION TO THE STIPULATED TERMS & CONDITIONS WILL NOT BE ACCEPTED.

Annexure 07 - Undertaking from the Bidder

To

Chief Technology Officer
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: Request for Proposal for Selection of Service Provider for Automatic Cheque Signature Verification Solution

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. Masked Commercial Bid (Annexure 14) and Commercial Bid (Annexure 15) have been submitted without any deviation. Bill of Materials which have been marked in the masked Commercial Bid is as per the submitted Commercial Bid without any deviation.
4. 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.
5. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. 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 -(please specify NA if not applicable)
 - ii. Amount and Currency in which Commission paid / payable -(please specify NA if not applicable)
 - iii. Purpose of payment of Commission (If commission is not paid / not payable indicate the same here) -(please specify NA if not applicable)
7. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
8. 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:

Bidder's Corporate Name

Address

Email and Phone #

Annexure 08 - Pre Bid Queries Form

(Please note that all pre-bid queries need to be send by email in excel format only)

[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:

RFP Name and No:

Contact Person from Respondent in case of need.

Name:

Tel No:

e-Mail ID:

Sr. No.	Page #	Point / Section #	Category (Eligibility/ Scope/ Commercial/ Legal/ General/ Any Other)	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation
1					
2					
3					
4					
5					
6					

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name:

Address:

Email and Phone #:

Date:

Annexure 09 - Conformity Letter

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

To
Chief Technology Officer
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: Request for Proposal for Selection of Service Provider for Automatic Cheque Signature Verification Solution

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

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name:

Address:

Email and Phone #:

Annexure 10 - Letter of Undertaking from OEM / OSD

(This letter should be on the letterhead of the OEM / OSD / Manufacturer duly signed by an authorized signatory)

To

Chief Technology Officer
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: Request for Proposal for Selection of Service Provider for Automatic Cheque Signature Verification Solution

We (Name of the OSD / OEM) who are established and reputable manufacturers / developers of having factories at, and do hereby authorize M/s (who is the Bidder submitting its bid pursuant to the Request for Proposal issued by the Bank) to submit a Bid and negotiate and conclude a contract with you for supply of which are manufactured / developed by us against the Request for Proposal received from your Bank by the Bidder and we have duly authorized the Bidder for this purpose.

We undertake to perform the obligations as set out in the RFP in respect of such services and hereby extend our support and services through M/s..... during the term of contract period as per terms and conditions of the RFP.

We assure you that in the event of M/s not being able to fulfill its obligation as M/s Bidder in respect of the terms defined in the RFP,(OEM / OSD Name) would continue to meet these either directly or through alternate arrangements without any additional cost to the Bank.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name:

Address:

Email and Phone #:

Annexure 11 - Undertaking of Information Security

(This letter should be on the letterhead of the Bidder as well as the OEM / OSD / Manufacturer duly signed by an authorized signatory on Information security as per regulatory requirement)

To
Chief Technology Officer
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: Request for Proposal for Selection of Service Provider for Automatic Cheque Signature Verification Solution

We hereby undertake that the proposed hardware / software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done)

Further we undertake that the Software / hardware and Services which will be delivered or provided under this Agreement are not infringe any IPR such as patent, utility model, industrial design, copyright, trade secret, mask work or trade mark.

Dated this.....by20....

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name:

Address:

Email and Phone #:

Annexure 12 - Project Details and Scope of Work

1. Project Scope

- a) Bank will award the contract to the successful bidder and the bidder should be capable of providing Automatic Cheque Signature Verification Solution as per the scope briefed in this RFP.
- b) Description of the envisaged scope is enumerated as part of this Annexure however the Bank reserves its right to change the scope of work considering the size and variety of the requirements and the changing business conditions.
- c) The bidder needs to quote as per the Commercial Sheet mentioned in Annexure 15.
- d) Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP.
- e) The Bidder shall perform the following tasks as per Bank requirement and satisfaction as per this RFP, but not limited to:
 - ▶ Supply, Installation, and Maintenance of Automatic Cheque Signature Verification Solution.
 - ▶ Acceptance Testing
 - ▶ Training/Handholding
 - ▶ Handover to Bank with full functionality and Technical knowledge transfer to Bank & Bank Designated Vendor

2. Detailed Scope of Work

- 1) Bank cheques are still widely used all over the world for financial transactions. Huge volumes of handwritten bank cheques are processed manually every day. In such a manual verification, user written information including date, signature, amount in figures and amount in words has to be visually verified.
- 2) As cheque truncation systems (CTS) is used for clearing of cheques, much time, effort and money can be saved if this entire process of pre-processing, extraction, recognition, verification of hand written fields on bank cheques is done automatically using images of cheques. Amount in figures and words, date, payee details and signature are the fields to be filled by an account holder on a bank cheque. They are also using different notations while entering the amount in words like 'lac' or 'lakh' equivalent to 100,000.
- 3) In clearing, the present cheque processing procedure requires a bank employee to read and manually enter the information present on a cheque (or its image) and

also verify the entries like signature and date. As a large number of cheques have to be processed every day in a bank, an automatic reading and signature verifying system can save much of the work. To save time and processing costs in clearing the cheques and to offer better customer services, we need a system which will work on Neural Network based techniques to perform the validations on the cheques (including values on MICR Band/amount in words/figures/any alteration/Beneficiary name/date/account number etc.) and to match the signatures of the customers.

- 4) The purpose to float this RFP is to supply, installation and maintenance of Automatic Cheque Signature Verification Tool to accomplish a complete process of automated signature verification.
- 5) Solution has to capture all the details of the cheques (including values on MICR Band/amount in words/figures/any alteration/Beneficiary name/date/account number etc.) to be processed in clearing.
- 6) The vendor is expected to provide the solution including Training and Installation, Testing, Migration, Requisite Interfaces and Technical Support for a period of 3 years.
- 7) Implementation of the proposed solution should be completed within the time period mentioned in delivery clause.
- 8) By means of diagrammatic/ pictorial representations, the Vendor should provide complete details of the hardware, software and network architecture of the solution offered, including the project plan for going live. Vendor should also provide security set-up proposed in the solution and various layers of risk identification and mitigation measures.
- 9) The Vendor should also support the requisite certifications, integration, and maintenance, compliance, etc. and day to day operations on 24*7*365 basis except clearing holidays. For clearing holidays, NPCI calendar needs to be referred.
- 10) The solution should have the ability to generate various MIS and audit reports as per the Bank's requirement.
- 11) The Vendor should provide the complete documentation including technical, operations, user manual, etc.
- 12) For every software including any third party software before software/ service become operational, the Vendor must deliver to the Bank, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, system configuration documents, system/ database administrative documents, debugging/ diagnostics documents, test procedures etc.
- 13) The vendor should also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all product components, list of all dependent/ external modules and list of all documents related to traceability of the

product as and when applicable. The Vendor should also provide the MIS reports as per requirement of the Bank.

- 14) Any level / version changes and / or clarification or corrections or modifications in the above mentioned documentation should be supplied by the Vendor to the Bank free of cost in timely manner.
- 15) The solution must benchmark with the market if desired by the Bank.
- 16) The solution / software developed or customized should follow a standard development process to ensure that it meets functional, security, performance & regulatory requirements of the Bank.
- 17) The Vendor needs to provide escalation matrix for escalation of issues which are not resolved within the stipulated time by the onsite resource.
- 18) All the patches/fixes, version upgrades of all the software components released by the Principal OEM/ OSD during the contract period should be provided. The Vendor should ensure implementation of all the patches/ fixes and version upgrades in the production environment to the latest version during the contract period.
- 19) The Vendor should produce documentary evidence from software OEM/ OSD of having agreed to provide back-to-back warranty and technical support for its supplied products and related services on the terms agreed between the parties.
- 20) The solution should be able to provide the FAQs from the database and the ability to accept the suggestions on the FA Qs.
- 21) The Vendor has to ensure seamless migration of the application and solution after expiry of contract period, if Bank selects another vendor after the contract period or during the contract period due to any reason.
- 22) The Vendor has to ensure that the application should be compatible with latest version of hardware and database etc. without any additional cost to the Bank.
- 23) The solution should support, not limited to, latest versions of standard browser (if required) like Internet Explorer, Google Chrome, Mozilla, Opera, Microsoft edge, Safari etc. The vendor should clearly mention browsers and version which is not supported by the solution.
- 24) The solution should integrate with Bank's CTS solution and Finacle Core Banking for transaction processing. System should support authentication through Tokens/ Soft Token, OTP, Digital Certificates, IP Address & Mobile Application.
- 25) The solution should check/record/verify authentication of source of each transaction like user IDs, IP address, Mac address etc. which is required for audit purpose.
- 26) The solution integration testing will be followed by user acceptance testing, plan for which has to be submitted by the vendor to the Bank. The UAT includes Functional tests, Resilience tests, Benchmark Comparisons, Operational tests, Load tests etc. BOB staff/ third Party Vendor designated by the Bank will carry out

the functional testing. Vendor should carry out other testing like resiliency / benchmarking / load etc. Vendor should submit result log for all testing to the Bank.

- 27) Cutover: Vendor should provide a detailed cutover plan, including not limited to cutover timelines, impact on customer facing and non-customer facing systems, expected downtimes, define go-no go milestones, support needed from the Bank etc. before Go-Live
- 28) The Solution should also have proven abilities of assisting the Bank in maintaining audit trails, audit logs of all its functions/processes.
- 29) If there is any core banking system upgrade or replacement of any other dependent system then it is vendor's responsibility to ensure that the integration with that application is provided without affecting the normal course of business without any additional cost to the Bank.
- 30) The Solution developed or customized should follow a standard development process to ensure that it meets functional, security, performance & regulatory requirements of the Bank and the regulators.
- 31) Test & Training: Exclusive Test & Training environment should be made available to the Bank other than the production environment.
- 32) Vendor shall train designated BANK OF BARODA officials on the configuration, operation/functionalities, installation, troubleshooting processes of a proposed solution. Every time the software version is upgraded and/or additional features are added, training has to be imparted to the bank team and users.
- 33) After the final roll-out, training would have to be conducted periodically for batches, as and when required by the Bank. The bidders are requested to indicate the optimum number of days / hours required for the User level training programs.
- 34) Installation, configuring, maintaining and supporting of the application including middleware, etc. is the sole responsibility of the vendor during contract period.
- 35) The Vendor shall create adequate controls ensuring that when exception or abnormal conditions occur, resulting errors do not allow users to bypass security checks or obtain core dumps
- 36) The Solution should be capable of providing zero downtime patching and updates.
- 37) The Solution should be able to integrate with third party 2FA product.
- 38) The Solution should be able to support Disaster Recovery by replicating the data at remote locations.
- 39) The solution should be able to Integrate with Bank's CTS system as needed to support seamless functioning of the proposed Automatic Cheque Signature Verification Solution.
- 40) The solution should be able to Extend / customize interfaces as required to work with the Bank and subsidiaries existing internal and external systems.
- 41) Short-listed vendor to provide a detailed work plan which outlines key milestones

and dependencies to other applications.

- 42) Based on requirements for dependencies to other applications, Bank of Baroda will provide reasonable access to its technology experts.
- 43) Provide end state architecture, overall solution for Automatic Cheque Signature Verification and an itemized list with specifications on infrastructure / equipment required to operate Automatic Cheque Signature Verification Solution.
- 44) Conduct business requirements gathering exercise and decide on what changes to make to each application (and what applications and services to build / install from scratch).
- 45) Create functional and technical design for key applications required by Automatic Cheque Signature Verification Software. Document detailed list of requirements and establish requirements traceability matrix.
- 46) Build test scenarios and scripts for functional testing, system integration testing and acceptance testing. Execute functional and system integration testing. Define performance test and disaster recovery test approach.
- 47) The bidder is responsible for co-coordinating with the bank IT team for integration of the API with the bank front-end systems.
- 48) Provide post implementation support and ongoing maintenance for a period of - 03- (Three) years.
- 49) The Service Provider shall be responsible for regular training to the Banks' officials in the usage of the application and equipment's prior to GO-Live and later as decided by the Bank.
- 50) The solution / software developed or customized should follow a standard development process to ensure that it meets functional, security, performance & regulatory requirements of the Bank.
- 51) Provide robust project management including weekly status reporting, monthly steering committee reporting, and scope, risk and issue management.
- 52) Vendor should provide a detailed work plan for the project, comprising:
 - A chart with the complete project schedule of tasks, or an equivalent clear representation of the same information.
 - Deliverables / results produced by each task
 - Personnel allocated to each task
 - Estimated number of man days for each task and for the whole project;
 - Start and end dates and an elapsed time estimate for each task, and the whole project;
 - Assumptions, dependencies, constraints and risks.
- 53) The Bidder should strictly adhere with Bank's Cloud security and compliance laid down in RFP (Annexure 21) without any deviation.

- 54) The Bidder should comply with Bank's IS security policy, Regulators Authorities and Law of Land in key concerns areas relevant to RFP:
- Responsibilities for data and application privacy and confidentiality
 - Responsibilities on system and software access control and administration
 - Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor
 - Physical Security of the facilities, wherever required to be provided by the vendor
 - Physical and logical separation from other customers of the Vendor, wherever required to be provided by the vendor
 - Incident response and reporting
 - Password Policy of the Bank
 - Data Encryption/Protection requirement of the Bank Security requirement of the Bank will be shared with the successful bidder
- 55) The Vendor has to take cyber insurance to cover such losses.

3. Other Requirements related to Scope of Work

3.1 Points related to cloud implementation:

- The application & AI Engine is hosted on the cloud platform, hence identity and access management is fundamental to the protection of data & availability. With a view to validate identity, the vendor shall arrange to integrate the Bank's identity Management Solution into their own infrastructure.
- The vendor should ensure that the Cloud Service provider is hosting the 'Data Centre' and storing 'Data' on Servers located within India.
- The Bank shall define and identify the data classification and the 'Vendor' is responsible to enforce the Bank's access requirements based on data classification. The same shall be documented in the Service Level Agreements and enforced & audited for compliance.
- The Bank shall decide the access and privileges right. Considering the confidentiality & sensitivity of the Data, it may be appropriate by the Bank to obtain individual confidentiality deeds from the Vendor and access to the data should be restricted to a limited set of the Vendor Personnel.
- Bank's confidential or sensitive data must be appropriately protected while at 'Rest' and in 'Transit'. The vendor should establish a secure communication channel between the Bank's Branches and cloud hosting site.
- The keys used for appropriate encryption adopted should be managed securely throughout its lifecycle. Strong encryption algorithms should be used and key exchange should happen in a secure manner. Further encryption key management to be under dual control. Best practices to be adopted for changing the encryption key to avoid the possibility of compromise of the encryption key.
- The vendor shall have in place appropriate Incident Management, Business Continuity & disaster recovery policies and procedures which may be reviewed by the Bank for evaluating the best practices.

- The vendor shall be subject to review of Data Governance Structure, procedures & processes as part of Vendor Due Diligence.
- Collaborative Data Governance structure and processes between the Bank and vendor should be formalized as necessary, both as part of the design & development of service delivery and as service risk assessment and risk management protocols. The Governance structure shall also be reviewed periodically.
- The vendor shall plan for a suitable Disaster Recovery (DR) Site and communicate a detailed DR Process to the Bank.
- The vendor shall agree to comply with the prevailing Statutory directives / guidelines mandated by the Government of India, Reserve Bank of India (RBI) and other sector regulators, i.e. The IT Act 2000, IT Amendment Act (ITAA) 2008, RBI Working Group Report on Information Security, Electronic Banking, Technology Risk Management, and Cyber Frauds etc..
- The vendor shall agree to comply with the prospective regulations that shall be prescribed by the Government of India, Reserve Bank of India or other Sector Regulators in the context of Data Governance, Data Privacy & Security & Information Security and proposed Data Privacy Law.

3.2 Software

- Provide (supply), customize and commission complete suite of solutions and associated interfaces as defined in functional and non-functional requirements under this section.
- Integrate with Bank's CTS system as needed to support seamless functioning of the proposed Automatic Cheque Signature Verification Solution.
- Extend / customize interfaces as required to work with the Bank and subsidiaries existing internal and external systems
- Bidder has to ensure necessary software version upgrade / hardware upgrade to comply with Bank's IT Audit observations whenever required without any additional cost to the Bank.

3.3 Existing Systems Analysis

- Post RFP award, the vendor should conduct analysis of bank's systems, functions, dependencies etc. with a view to understand core / allied systems used, interfaces, integration methods, data storage and data flows, security controls and include the same in the Solution Architecture Document. Bidder need to analyze the existing system and process and suggest/automate the process to achieve operational efficiency.

3.4 End-State Architecture Design

- Solution has to be compatible as per existing as well as any future up gradation of NPCI as well as Bank CTS system / application.
- The vendor is required to provide a design for the end-state architecture for the Automatic Cheque Signature Verification Solution. Such design should include:

- **Security Architecture**

- The final solution will expose the Banks systems to multiple channels. Hence banks security needs to be met by the end solution as per best-in-class and industry compliant standards.
- The security architecture should comply with the bank's current security and risk policies. This should comprise:
 - Relationships of different components and how they depend on each other.
 - Determination of controls based on risk assessment, good practice, finances, and legal matters.
 - Ensure compliance with control and security standards (e.g., ISO 27001, etc. as applicable)

3.5 Ongoing Onsite Support (Post Go-Live support)

The vendor will be required to provide regular maintenance. Following are the key maintenance activities:

- Support any post go-live issues: Issue identification, Root cause, temporary and permanent fixes
- Fixing of bugs/issues found during the usage of platform.
- Propose and jointly agree with the Bank on a robust change management process to define, prioritize and implement additional functionalities / bugs
- Installation of new critical releases and upgrades of the solution as and when made available.

3.6 Technical Documentation

- Documents should be delivered by the Vendor to the Bank for every module including third party software: user manuals, installation manuals, operation manuals, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/CBTs, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures etc.
- The vendor should also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable.
- Any level/version changes and/or clarification or corrections or modifications in the above-mentioned documentation should be supplied by the Vendor to the Bank free of cost in timely manner.

3.7 Business Requirements

- The Bank's initiative is aimed to accomplish a complete process of automated signature verification which is technology driven, contemporary & comprehensive as the current process involves a lot of manual process of data entry of the information available on the cheque leaf into the cheque clearing system as well as verification of the signature against the signatures available in CBS.

- The solution provider has to provide a solution to automate part of the CTS Inward/Outward clearance process.
- Deliver a seamless, consistent and engaging experience to Bank via automation of the critical clearing process.

3.8 Functional Requirements

- This RFP envisages deployment of a solution for Automatic Cheque Signature Verification. Following are functionalities that need to be delivered to cater to various business requirements and envisaged scenarios:
- Solution should have the capability of improving the accuracy with continuous usage.
- Solution should be able to implement all the inward /outward cheque processing related business rules.
- Solution should have the flexibility to update the processing rules as per the Changing policies of the banks.
- It should support integration with the existing CTS gateways.
- The system should be capable enough to handle high volume seamlessly in line with the Bank of Baroda peak volume.
- The solution provider will need to provide the initial wireframe for the application.
- However, the bank can choose to improvise and suggest changes as per their discretion.

3.9 Technical Requirements

- The entire solution should be of modular nature and can be integrated with the existing CTS or any other application.
- For a seamless operation, the proposed solution should perform following activities:
 - Solution provider would be provided with cheque image and NPCI metadata along with basic cheque information
 - The system should read the Cheque image and should extract the data like date, amount in words and figures and signature.
 - To check the font and style of the cheque.
 - To check the semantics in the cheque.
 - The system should check whether the date of cheque is stale or post-dated.
 - The system should match the amount in words with figures and also compare it with the amount appearing in NPCI metadata.
 - The system should seek the Signature image and mode of operations from CBS by sending an account number and should match it with the signature appearing on the cheque image.
- After checking all the above Parameters, the system should provide confidence level against each parameter viz. date, amount and signature and shall pass these parameter values to CTS application.

3.10 Functional Design

- Vendor is required to analyze requirements defined in this section, post which vendor is expected to provide an overall solution design. In case there are gaps between the proposed overall solution and the requirements then vendor should suggest alternate solution / process work around. These alternative solutions will be required to be examined and approved by the bank. Key activities & deliverables in this phase are:
 - Creation of overall functional design - mapping business requirements to various applications/modules, which will be installed.
 - Create specification document for each application/module which is part of the architecture
 - Define the data flows between Automatic Cheque Signature Verification solution, internal bank's systems and external third-party data providers / consumers.
 - Output: Functional Specification Documents (FSD)

3.11 Technical Design

- Based on functional design the vendor is required to create the technical specification document. Key activities in this phase will be:
 - Creation of overall technical design meeting non-functional requirements (e.g.: capacity, response time etc.)
 - Detailed technical design for the interfaces and customizations
 - Output: Technical Specification Documents (TSD)

3.12 Development & Testing

- Commence development in-line with the design and conduct unit tests to certify compliance to design.
- The vendor is responsible for the development, deployment and testing of the Automatic Cheque Signature Verification solution:
 - The vendor should develop all identified interfaces and customizations for the Automatic Cheque Signature Verification solution to meet business and technical requirements.
 - The vendor should also carry out the unit testing, system integration testing and performance testing
 - The vendor should support user acceptance testing, including defect reporting and defect fixing and sign offs.
 - The Vendor should integrate the software with the existing CTS and/or CBS systems as per requirement of the Bank and carry out thorough system integration testing.
 - System integration testing will be followed by user acceptance testing, plan for which has to be submitted by the Vendor. The UAT includes Functional tests, Resilience tests, Benchmark Comparisons, Operational tests, Load tests etc.

- Bank of Baroda staff / third Party Vendor designated by the Bank will carry out the functional testing. This staff / third party vendor will need necessary on-site training for the purpose and should be provided by the Vendor. Vendor should submit result log for all testings to the Bank.
- Output: Test plans, Test scripts, Defect reports, Test reports, User Acceptance Test (UAT) certificate

3.13 Interface Testing & Implementation

- Test cases to be provided by the solution provider for review and sign-off.
- Test data set-up is to be done by the selected solution provider to facilitate complete testing of the test cases approved.
- Solution should be capable of adopting any future regulatory requirement and any new additional functionalities.

Please note: This is not an exhaustive list, and the bidder may provide all features and functionalities which it has as unique as well which will be evaluated in the Presentation and Demo stage.

3.14 Risk and compliance

- Store / retrieve audit logs / trails on transactions done, cheques processed / rejected, session type etc.
- Enable central team to monitor and analyze transactions/sessions for possible compliance breaches/ suspicious transactions (e.g., review of high value transactions, track unauthorized transactions)
- Enable central team for risk and compliance reporting.
- The log content should give enough information of a transaction, which includes type of transaction, amount, and originated front-end type, IP Address, Device ID, User name, Mac ID etc. which are all required at time of need.

3.15 Security

- Role based security with specific access of functionalities to specific users
- Multi-level security mechanism including state-of-the-art encryption mechanisms to protect it from attackers, hackers, worms, viruses, spamming etc.
- Firewalls installed to protect unwanted intrusion into the network / denial of service / blocked lines
- Ability for all confidential information to be masked.

3.16 Future Ready System

- The system should be capable for Scalability in future as per requirement.
- System should be modular so as to plug / enable New Modules in Future.

3.17 Multi-channel integration

- Ensure seamless integration with existing CTS, CBS and any other application.
- The solution shall be able to read data from NPCI files.

3.18 MIS, reporting and analytics engine

- Reporting and MIS engine with business intelligence. Ability to generate and publish customized reports.
- Management Reports: The system should provide crisp / detailed reports to track productivity and performance at various levels and various time periods or frequencies. Computation and data source of each metric will be defined by the Bank in consultation with the vendor and as per industry standards.

3.19 Production support - Help Desk

- The solution provider should provide real time onsite support during the operating Hours of the branch support on working days as per the decision of the bank from time to time.
- As per Bank's Business hours / Clearing Activities, Onsite support from Vendor depending upon the criticality of the issue.
- The expected time of resolution should be on average 10 minutes per call
- Escalation process should be put in place for unresolved issues.
- Bidder support staff should be well trained to effectively handle queries raised by the Bank customers / employees, etc.
- Bidder should have ability to generate MIS reports periodically for example: Volume of cheques / per day, resolution % per day etc. The bidder should provide an indicative list of reports which come out of the box.
- The solution should also provide a web-based enquiry feature / Dashboard access.
- The bidder should provide User Manual that will be understood by non- technical persons. Training to users in the branches, remote centers, controlling offices, etc. to be provided as part of the package.
- Bidder should provide cost in the commercial, considering above mentioned Support.
- The product should offer maximum flexibility in user administration while making available all the required user control tools at the hands of the Bank users. The product should offer versatile but robust access controls and user rights controls – both physical and logical. The vendor is also expected to provide information as well as support to customize the product as per the Regulations as well as client needs.
- Solution should be dynamic enough to configure for all types of operations and should also have proven abilities of assisting the Bank in maintaining audit trails of all its functions/processes.

3.20 Performance Requirement

- The system should have the capability of having an uptime of 99.90% on monthly basis.
- The speed of the Entire solution should match with the existing CTS application.
- The solution shall be able to read data from NPCI files.

- Solution model should be required processing of minimum 15-18 cheques per second.
- An SLA will be put in place to measure and monitor performance of vendor.
- The performance parameters defined in the SLA will include high level parameters like volumes, success rates, timelines etc.
- The Bank reserves the right to step in and appoint another vendor to operate the solution in the event of breach of SLA to the extent of being unsatisfactory as defined in the SLA.
- In event of a step in, existing vendor will have to provide any handholding support required by new appointed vendor.

3.21 Regulatory / Compliance Requirements

- Specific customization for suiting various regulations from NPCI, TRAI, RBI, SEBI, IRDA, etc. – both at product level and from the regulatory angle is considered necessary. Also, the prospective vendor, based on their past experience, should be in a position to provide the Bank with an insight and upfront customization based on existing regulations (NPCI, TRAI, RBI, SEBI, IRDA, etc.) so that the implementation is expedited.

3.22 Initial Implementation Requirements:

- The solution would be launched in all grid / centers identified by the Bank. After implementation in these locations the support requirement begins and the vendor is required to provide required onsite support as per bank's decision. The vendor must clearly mention the support cost in the bidding document.
- The software developed or customized should follow a standard development process to ensure that it meets functional, security, performance & regulatory requirements of the Bank

3.23 Training on Additional Features/Upgrades

- Every time the software version is upgraded and/or additional features are added training has to be imparted to the IT team and users.
- The training plan will layout number of officials to be trained, type of training, modules & collateral to be used, period of training etc.
- Standard Product User Guide (including customizations):
 - User Guide & Manual (functional)
 - Technical Guide on system architecture, parameter setting, trouble shooting, recovery procedures and other technical aspects of the system
 - Security Administration Guides (also called Security Specification)
 - Installation Guides & Data Dictionary

3.24 DR System:

- RTO/RPO of CTS application will be applicable to this application too-

3.25 Backup & Archival:

- The system should have archival and backup functionality as per Banks' requirement and bank's policy.
- The solution should have capability to restore the backup as and when required.
- The solution should have capability to access the necessary logs.

3.26 Transaction systems:

- The solution should have the functionalities which should be able to generate Audit trail, Audit logs reporting. Each transaction will have its own unique ID.
- The Vendor should comply with Bank's IS Security policy in key concern areas relevant to the RFP. Some of the key areas are as under:
 - Responsibilities for data and application privacy and confidentiality
 - Responsibilities on system and software access control and administration
 - Custodial responsibilities for data of the Bank being managed by or assigned to the Vendor
 - Physical Security of the facilities
 - Physical and logical separation from other customers of the Vendor
 - Incident response and reporting procedures
 - Password Policy of the Bank
 - Data Encryption/Protection requirement of the Bank Security requirement of the Bank will be shared with the successful bidder.

3.27 Hardware and Performance Required

- The Vendor must provide required Hardware, Operating System, Database, Middleware etc. keeping in view the current average and peak volume of transactions and to extrapolate the same for the entire contract duration (i.e. 3 years).
- The system should be capable of keeping online data of at least 3 years. Thereafter, the system should provide purging & archival of data. The response time at server end should be always less than 3 second. During the agreement period, if at any stage, it is found that the solution provided by the Vendor is not able to give the requisite performance as per the sizing parameters (i.e. up time above 99.90% and response time < 3 second).
- The Data replication should happen from Primary site to DR site on real time to keep them in sync.
 - Recovery Time Objective (RTO) – 60 Minutes
 - Recovery Point Objective (RPO) – 10 Minutes
- Vendor is also required to conduct at least one DR drill in a quarter.

3.28 Monitoring and Audit

- Compliance with security best practices may be monitored by periodic computer security audits / Information Security Audits performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. These

audits may include, but are not limited to, a review of access and authorization procedures, backup and recovery procedures, network security controls and program change controls. The Vendor must provide the Bank access to various monitoring and performance measurement systems. The Vendor has to remedy all discrepancies observed by the auditors at no additional cost to the Bank.

4. Technical Requirements - Regulatory / Compliance Requirements

The Bidder should submit the compliance in the strictly in the following format for below mentioned Functional and Technical Specification/s requirements. All the Technical and Functional Specifications are mandatory. The compliance must be given for each point. No Deviation will be accepted. The necessary documents and Certificates should be submitted. Whether bidder has these features available or not, bidder will have to provide these features while implementation and there will not be any additional cost for any of these features.

S. No.	Requirement	Particular	Marking as per RA/RC/RD/UA	Bidder Remarks
1.	Security Compliance	<ol style="list-style-type: none"> The solution should comply with the Bank's Security policies. The application should comply with regulatory guidelines of the Bank/regulators. Vendor will carry out VAPT as and when required, and bank will not pay any charges towards this exercise. The bidder has to ensure closure of all IT Security (VAPT) observations given by Bank's IT Security Dept. / Regulators. 		
2.	Solution Implementation	<ol style="list-style-type: none"> The proposed solution should be integrated with Bank's CTS solution and infrastructure to automate the clearing process. The solution should be modular and based upon the open architecture principles to allow seamless integration with CTS, CBS and any other system as per the requirement of the Bank. 		

3.	Business Functionalities	The solution provider has to provide a solution to automate part of the CTS Inward/Outward clearance process.		
4.	Functional Requirements	<ol style="list-style-type: none"> 1. Bidder need to analyze the existing system and process and suggest/automate the process to achieve operational efficiency. 2. Solution should have the capability of improving the accuracy with continuous Usage. 3. Solution should be able to implement all the inward /outward cheque processing related business rules. 4. Solution should have the flexibility to update the processing rules as per the Changing policies of the banks. 5. The system should be capable enough to handle high volume seamlessly in line with the Bank of Baroda peak volume. 		
5	Technical Requirements	<p>Requirement in a broad perspective:</p> <ol style="list-style-type: none"> 1. Solution provider would be provided with cheque image and NPCI metadata along with basic cheque information. 2. The system should read the Cheque image and should extract the data like date, amount in words and figures and signature. 3. To check the font and style of the cheque 4. To check the semantics in the cheque. 		

		<ol style="list-style-type: none"> 5. The system should check whether the date of cheque is stale or post-dated. 6. The system should match the amount in words with figures and also compare it with the amount appearing in NPCI metadata. 7. The system should seek the Signature image and mode of operations from CBS by sending an account number and should match it with the signature appearing on the cheque image. 8. After checking all the above Parameters, the system should provide confidence level against each parameter viz. date, amount and signature and shall pass these parameter values to CTS application. 		
6	Helpdesk Requirements	<ol style="list-style-type: none"> 1. The expected time of resolution should be on average 10 minutes per call. 2. Escalation process should be in place for unresolved issues. 3. Bidder also need to provide adequate support in 2 shifts to support clearing transactions. 4. The solution provider should provide support staff who are well trained to effectively handle queries raised by the Bank employees. 5. The solution provider should also have the ability to generate MIS reports on the help desk periodically for example: Volume of 		

		calls / per day, resolution % per day etc. 6. The solution provider should deploy adequate helpdesk tools for managing helpdesk, incident / ticket logging and management.		
7	Scalability Requirements	The application as well as proposed architecture should be scalable as per the immediate requirement of the business / business growth and also to comply with all regulatory requirements /benchmarking to be issued from time to time. The solution should be horizontally scalable to achieve desired throughput as demand arises from the Bank		
8	Reporting Dashboard /Report analysis system	Bidder has to provide daily/ monthly / yearly dashboard for all transactions and customized reports as per the bank requirements.		
9.	Incremental Learning support	1. The solution should use best in class artificial intelligence technology to achieve the automation with zero/minimum manual intervention. 2. The application would be able to incrementally train the system to improve the performance of AI models/technology as it receives feedback from Bank in a defined format. However, system go live will happen only after attaining desired level of accuracy.		
10.	Optimization	There would be options to optimise the performance by configuring the confidence scores with other cheque based parameters		
11.	Report generation on performance	Daily report generation to track performance		

		<ol style="list-style-type: none"> 1) Report generation would be part of the application dashboard 2) Would support Standard metrics and Bank desired (if any) metrics 		
12.	Signature	<ol style="list-style-type: none"> 1. Able to distinguish between Signature and Non-Signature images from CBS 2. Able to detect valid signature on the cheque 		
13.	Speed	<ol style="list-style-type: none"> 1. The speed of the Entire Solution should match with the existing CTS application and with CBS or any other external system through APIs. 2. It should be able to read from NPCI file 		
14.	Integrations	Solution should Integration with existing CTS, CBS and any other application.		
15.	Processing Capacity	The proposed solution should have processing capacity of minimum 15-18 cheques /second		
16.	Success Rate	<p>Solution has the acceptable success rate as per the bank requirement or the industry standard on following parameters on average basis:</p> <ol style="list-style-type: none"> 1. Accuracy 2. Sensitivity 3. Specificity Etc. 		
17.	Display the Confidence level	Confidence score for each field. For every field, a confidence score would be provided along with the predicted/extracted value. The solution should show confidence level as per defined parameters by the BANK time to time.		
18.	Configure the threshold level	Solution should implement threshold level.		

19.	Rules based processing on different amount.	Solution should be able to prepare the rules based on different amount		
20.	Different rules for different languages	<ol style="list-style-type: none"> 1. Solution should be able to prepare the different rules for English & other Indian languages. 2. It is desirable to have system to read multiple signatures and/or multiple languages including English. Signature can be in any language. It is desirable to have Hindi and other 15 languages also. 		
21.	Success or Failure with confidence level (e.g. Validity of cheques etc.)	System should check the various parameters (e.g. date) and should mark the success or failure with confidence level of correct reading. If the confidence level is above configured level, the system should be able to identify the cheques which are stale.		
23.	Black & white and/or colour images	System should be able to recognise the black & white and/or colour images		
24.	Security of data and no storage of signature and other sensitive information	<ol style="list-style-type: none"> 1. System should ensure that no storage of signature and other sensitive information onto the proposed Automatic Cheque Signature Verification Solution. 2. To ensure security, safety and non-repudiation of data / images, end-to-end Public Key Infrastructure (PKI) 		
25.	Minimum accuracy levels	Solution should attain the accuracy (including Signature, Amount in Figures, Amount in Words, Date (Business rule of 90 days)) $\geq 95\%$.		
26.	MICR and Non-MICR details can also be	The system can also be used for outward clearing for reading the amount and date from the cheque and automatically fill up the details. Other non-MICR		

	taken into account	details can also be taken into account.		
27.	Checking of background pattern	System should be able to check the background pattern accordingly.		
28.	Solution should verify the features of cheques	Solution should verify the features of cheques <ul style="list-style-type: none"> • Amount (Words and Figures) • Date • Signature • Other Necessary Parameters 		
29.	Feature of the Solution	<ol style="list-style-type: none"> 1. <u>Faster</u>: Decreases time required to process cheques in an efficient manner 2. <u>Errors less Solution</u>: Error free Solution. 3. <u>Others</u>: <ul style="list-style-type: none"> • Shorter verification cycle • Superior verification and reconciliation process • No geographical restrictions as to jurisdiction • Operational efficiency for banks • Reduction in operational risk and risks associated with manually signature verification. 		
30.	Timeline	The elapsed time post award of contract to implement solution with infrastructure readiness & training data is around -12-weeks		
31.	Positive pay system	Solution has the capability to implement /integrate the 'Positive Pay System' to enhance the safety of cheque-based transactions. Under the 'Positive Pay System', for cheque re-confirmation of key details may be needed for payments.		

32	CTS Application - RTO / RPO	RTO/RPO of CTS application will be applicable to this application too.		
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Functional & technical scoring will be evaluated on following criteria as part of technical evaluation.

Feature Status	Short form	Remarks
Readily Available	RA	The feature is already supported and included in the Solution (2 Marks shall be allotted)
Customization	RC	Can be developed / customized and delivered along with the Solution, prior to implementation at no extra cost. (1.5 Mark shall be allotted)
Feasible	RD	Requirement is feasible and to be developed at no extra cost. (1 Mark shall be allotted)
Not supported / Unavailable	UA	This feature is neither supported nor available with this Solution. (No Mark shall be allotted)

Please Note – During technical presentation / demonstration if any of the required features are not demonstrated but the same feature has been claimed as “Readily Available (RA)” as part of Technical Scoring Sheet then the same shall be changed to “Not supported / Unavailable (UA)” in the Functional and Technical Scoring Sheet.

Total marks of the above features will be converted to the equivalent 40 marks as mentioned in the technical evaluation criteria.

5. General Conditions

- The Bidder shall ensure that no other equipment / structure / setup get damaged due to their activities. Any damages caused to Bank property due to Bidder’s negligence shall be passed on the Bidder’s account.
- For installation work, it shall be the responsibility of the Bidder to arrange and provide requisite tools, testing & measurement equipment and all other things required for carrying out the installation as per job industry practice and safety norms
- Bidder shall complete the entire work and make all the systems operational and handing over to Bank within stipulated timeline mentioned in the delivery section of this RFP.
- The onsite / offsite support shall be provided by vendor as per Bank’s Business hours / Clearing Activities except clearing holidays. For clearing holidays, NPCI holiday calendar will be followed.
- There will be an acceptance test by the Bank after implementation of the solution. In case of discrepancy in solution implemented, the Bank reserves the right to cancel the entire purchase contract and the bidder should take back their equipment at their costs and risks. The test will be arranged by the bidder at the sites in the presence

of the officials of the Bank and / or its consultants.

6. Technical Proposal Attention Items

- This RFP is not a contract offer. Receipt of a proposal neither commits Bank to award a contract to any bidder, nor limits Bank's rights to negotiate with any bidders, suppliers or contractors in Bank's best interest. Bank reserves the right to contract with any bidder, supplier or contractor at its own discretion.
- Bank reserves the right to request additional information necessary and pertinent to the project so as to assure the bidder's ability and qualification to perform the contract.
- Failure to answer any questions within stipulated timeline at any stage of this RFP may be considered non-responsive and the proposal may be disqualified.
- For any ambiguity, omissions or unclear content in the RFP the bidders should request Bank to clarify along with pre-bid queries within the time line mentioned in the "[A] Important Dates.
- For all technical details and relevant standards and specifications of this RFP that may not be stated in detail; bidders should ensure and provide quality and industrial standard products to Bank.
- In case of any difference in the standards between this RFP and the bidders' proposal, the higher standards shall prevail and be applicable.
- Expenses incurred in the preparation of proposals in response to this RFP are the sole responsibility of the bidders.
- Bank reserves the right to accept or reject any and all proposals, or any part of any proposal, without penalty. Any allowance for oversight, omission, error, or mistake by the bidder made after receipt of the proposal will be at the sole discretion of Bank.
- Entire work specified in this RFP shall be carried out on Turnkey basis.
- As the contract is on Turnkey solution basis, any other miscellaneous requirements related to the scope described in the RFP or extra work required to be performed due to existing structure limitation shall be provided by the successful bidder even if those items are not mentioned explicitly in this RFP.

7. Infrastructure

- The complete implementation, maintenance and support (including Hardware) of the Automatic Cheque Signature Verification Solution shall be part of the scope of the vendor.
- As part of the technical proposal, the vendor needs to provide complete solution details. The vendor must design the solution with high availability & secure Infrastructure in Cloud as per Industry accepted security standards and best practices.
- The Vendor will supply, implement, maintain and support the complete Automatic Cheque Signature Verification Solution.

8. Disaster Recovery Mechanism

The proposed system must be capable of and compatible for Disaster Recovery Implementation. The successful vendor should describe the provisions for disaster recovery and show that the proposed solution facilitates disaster recovery.

9. Following are the illustrative Roles and responsibilities of bank and Vendor, but not limited to :

S.N	Parameters	Responsibility ownership (Bank / Vendor)
1	Data Governance and Rights Management	Bank
2	Accounts & Access Management	Bank
3	Application Management	Vendor
4	Network Control	Vendor
5	Operating System	Vendor
6	Virtual Network	Vendor
7	Server management	Vendor
8	Physical Network	Vendor
9	Storage management	Vendor
10	Data segregation	Bank
11	Admin Rights & DB Rights	Vendor
12	Encryption of data: <ul style="list-style-type: none"> • Standard used • Keys management 	Vendor
13	Security Controls implemented – tool wise	Vendor
14	Compliance to RBI and other regulators	Bank
15	Data confidentiality & Leakage Prevention controls in place	Vendor
16	Application Log	Vendor
17	Business continuity /disaster recovery	Vendor
18	Change Management	Bank
19	Reporting of Cyber Incident to bank as per RBI / CERT-In Guidelines	Bank

10. Service Levels and Uptime Guarantee

For details, please refer to Annexure 13 that provides the service levels for Supply Implement and Support of Automatic Cheque Signature Verification Solution

11. Standards

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

12. Delivery

All the Services / Resource(s) should be delivered within -12- weeks from the date of purchase order.

Any deliverable has not been supplied or not operational on account of which the implementation is delayed, will be deemed/treated as non-delivery thereby excluding the Bank from all payment obligations under the terms of this contract. If delay exceeds beyond -02- weeks from due date of delivery, Bank of Baroda reserves the right to cancel the entire order.

The bidder must strictly adhere to the delivery dates or lead times identified in their proposal and as agreed by the Bank. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the Bidder's inability to meet the established delivery dates or any other reasons attributing to the bidder then that bidder will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank for procuring similar deliverables and services.

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

13. Payment Terms

Payment for the project will be released as follows:

The vendor must accept the payment terms proposed by the Bank. The commercial bid submitted by the vendors must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the vendor, in case of delays or defaults on the part of the vendor. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the cost of such items and professional fees quoted by the vendor in the price bid against such activity / item.

The method and conditions of payments to be made to the successful vendor shall be:

Cost for Per Cheque Verification:

Payable monthly in arrears against receipt of invoice and number of cheque report duly signed & stamped by both Bank's identified Project / Operation Manager / Service Branch & Project Manager from Vendor Side.

There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the bidder. Payment will be released by IT Dept., 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 accepted invoices. Any dispute regarding the invoice will be communicated to the selected bidder 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.

14. Right to Alter Quantities

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

15. Customer References/Satisfactory letter

Vendor shall supplied references/satisfactory letter to validate the vendor's claims of products performance and completion of work from major PSB/s/ private Banks.

16. Penalty

For details, please refer to Annexure 13 that provides the service levels for Supply Implement and Support of Automatic Cheque Signature Verification Solution

17. Integration/Interface/customization cost:

Implementation of Automatic Cheque Signature Verification Solution will involve integration with existing CTS and/or CBS application used in the Bank, this activity will be taken separately by the Bank with the existing CBS/CTS vendors. However, it will be the responsibility of bidder to integrate their application with the Bank's existing CTS / CBS application without any additional cost to the bank.

18. Scalability:

The solution must be scalable to all the inward Hubs (existing 20 CBOs) and remote support shall be available to each and every CBO from Bank provided central location (Bank premises). Sufficient support resources to be deployed to support all CBOs. The number of CBOs may increase or decrease as per the bank requirement.

19. Handover Services

- a) The bidder should ensure training for all the users at the time of UAT and bidder should be flexible to give training to the users as and when required/demanded by the bank at any point of contract period.
- b) The Bidder shall provide such necessary information, documentation to the Bank or its designee, for the effective management and maintenance of the deliverables under this assignment. The Bidder shall provide all updated documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required for Automatic Cheque Signature Verification Solution.
- c) The Bidder must consult with Bank on any Third Party Contracts between the Bidder and Third Parties that are necessary or useful for Bank or a Third Party to perform the Services and arrange for transfer or assignment of such Third Party Contracts that Bank wishes to have transferred or assigned to Bank or a Third Party designated by Bank on commercially reasonable terms mutually acceptable to both Parties.
- d) The Parties shall return confidential information.
- e) The Bidder shall provide all other Services as may be agreed by the Parties in connection with the assignment.
- f) The Bidder recognizes that considering the enormity of the Assignment, the Handover Services listed herein are only indicative in nature and the Bidder agrees to provide all assistance and services required for fully and effectively handing over the Services provided by the Bidder under this assignment and subsequent Agreement, upon termination or expiration thereof, for any reason whatsoever.
- g) Handover Process directly done by the Bidder / OSD. During this handover the Bidder would transfer all knowledge, knowhow and other things necessary for the Bank and / or its MSP to take over and continue to manage the Automatic Cheque Signature Verification Solution.
- h) The Bidder agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to the Bank as would be required.
- i) Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this assignment, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the Project Scope.

Annexure 13 - Service Levels

The Vendor understands the scale of this Project and that it would require tremendous commitment of financial and technical resources for the same, for the tenure of Contract under this RFP.

The Bank expects that the successful Vendor to adhere to the following minimum Service Levels:

- Any fault/ issue/ defect failure intimated by Bank through any mode of communication like call/e-mail/fax etc. are to be acted upon, so as to adhere to the service levels. Business/ Service Downtime and Deterioration shall be the key considerations for determining “Penalties” that would be levied on the Successful Vendor.
- The Vendor should have 24X7 monitoring infrastructure.
- Time bound problem addressing team (onsite/offsite) escalation and resolution for the complete contract period.
- Vendor to arrange for update required in the system to meet the changes suggested by RBI/ Govt. of India/ regulatory authorities towards compliance at no extra cost to bank for the entire contract period. Any delay in meeting the timelines would result in penalty.

Vendor will have to guarantee a minimum uptime of 99.90%, calculated on a monthly basis. Application (As a whole / any module of the application) availability will be 99.90% on 24x7x365. The penalty will be calculated as per the details given below.

Uptime percentage - 100% less Downtime Percentage.

Downtime percentage - Unavailable Time divided by Total Available Time, calculated on a monthly basis.

Total Available Time - 24 hrs. Per day for seven days a week excluding planned downtime.

Unavailable Time - Time involved while the solution is inoperative or operates inconsistently or erratically.

Uptime Percentage	Penalty Details
A >= 99.90%	No Penalty
99.90% > A >= 99.50%	2% of cost of monthly recurring payment.
99.50% > A >= 99.00%	5% of cost of monthly recurring payment.
A < 99.00%	Penalty at an incremental rate of 1% (in addition to a base of 5%) of cost of monthly recurring payment for every 0.1% lower than the stipulated uptime.

The uptime percentage would be calculated on monthly basis and the calculated amount would be adjusted from every subsequent monthly payment. The SLA charges will be subject to an overall cap of 10% of cost of monthly recurring payment and thereafter,

Bank has the discretion to cancel the contract. If Vendor materially fails to meet an uptime of 99.90% for three (3) consecutive months, the Bank may have the right to terminate the contract. In case if there is no pending invoices to be paid by the Bank to the vendor, the vendor has to submit a pay order / cheque payable at Mumbai in favor of Bank of Baroda for the same within 15 days from the notice period from the Bank.

Availability Service Level Default

- Availability Service Level will be measured on a monthly basis.
- A Service Level Default will occur when the vendor fails to meet Minimum uptime (99.90%), as measured on a monthly basis.

Operation Level Penalty:

Apart from Level of Uptime Per Month, loss due to any financial (incorrect validation of cheque - including values on MICR Band/amount in words/figures/any alteration/Beneficiary name/date/account number etc.) will be borne by the bidder. Solution should attain the accuracy (including Signature, Amount in Figures, Amount in Words, Date (Business rule of 90 days)) $\geq 95\%$. **This will be a primary Go-Live criteria too.**

Further, Bank will also impose the appropriate penalty on the bidder for incidents like any lapses to the System Security, any kind of reputational losses or damages suffered by the bank due to selected bidder.

Penalty is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the bidder to prove that the delay is attributed to the Bank and Force Majeure. No payment will be made for the instrument which is not processed through solution.

Penalty for wrong processing of cheque:-

- a) A maximum penalty of Rs. 2,500 per day or 10% value of wrongly processed cheque due to AI error, whichever is lower.
- b) The quarterly penalty is capped at 10% of overall quarterly payment to the vendor.
- c) The penalty will not be levied on false positive cheque processed by AI, if the same would also have passed by bank staff in ordinary course of business.

Annexure 14 - Masked Commercial Bid

Amt in Rs.

Sr. No.	Items	Indicative Quantity** per annum	YEAR 1		YEAR 2		YEAR 3		TOTAL
			Unit rate	AMT	Unit rate	AMT	Unit rate	AMT	AMT
1	Cheque Verification / Processing Cost (Per Cheque Basis) *	3,00,00,000	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Cost of Ownership (TCO) for 3 years (in Rs)									0.00

Please Note

- *All the cost related to items including but not limited to Hardware, Software, One Time Set-Up, Maintenance, Technical Support, Onsite Support, ATS/AMC, training, etc. will be part of the per cheque verification / processing cost only, Bank will not pay these charges separately.
- **The quantity provided by the Bank is indicative and will be considered for bid evaluation purposes only. Bank will make the payment on the basis of their actual requirement and the unit rate will be considered accordingly.

We abide by following terms and conditions

- The quantity provided by the Bank are indicative and will be considered for bid evaluation purposes only. Bank will place the order on the basis of their actual requirement and the unit rate will be considered accordingly.
- All Deliverables to be supplied as per RFP requirements provided in the tender.
- The Service Charges need to include all services and other requirement as mentioned in the RFP
- The Bidder has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations however for the purpose of calculation Bank will take the corrected figures / cost.
- Prices quoted by the Bidder should be inclusive of all taxes, duties, levies etc. except GST which will be paid extra at actuals. There will be no price escalation during the contract period. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected
- All Quoted Commercial Values should comprise of values only up to 2 decimal places. Bank for evaluation purpose will consider values only up to 2 decimal places for all calculations & ignore all figures beyond 2 decimal places.

Request for Proposal Selection of Service Provider for Automatic Cheque Signature Verification Solution



- g) All prices should be in Indian Rupee (INR) only. Bank will deduct applicable TDS, if any, as per the law of the land.
- h) We hereby give undertaking to the bank to comply with the secrecy provision pursuant to provision of Banking Regulation Act, 1949 and other applicable laws.
- i) Commercial quote signed is final.

Commercial Bid Submission on e-procurement portal:

- 1) Bidder needs to download the commercial bid excel file from e-procurement portal, fill their commercial quotes in available cells only, save the file and upload the same file to the e-procurement portal.
- 2) Bidder needs to take a print of the same commercial excel file, completely filled in all respect which was uploaded to the system and physically sign and stamp this commercial sheet. This sheet needs to be scanned in at least 200 dpi resolution & converted to PDF format. The same pdf file must be uploaded to the e-procurement portal.
- 3) Bidder has to ensure that the quotes mentioned in PDF and excel are same. In case of any discrepancy between the pdf and excel files, the commercials mentioned in PDF will be taken as final for evaluation purposes

Further, we confirm that we will abide by all the terms and conditions mentioned above & in the Request for Proposal document.

Authorized Signatory

Name:

Designation:

Vendor's Corporate

Name

Annexure 15 - Commercial Bid

Sr. No.	Items	Indicative Quantity** per annum	Amt in Rs.						
			YEAR 1		YEAR 2		YEAR 3		TOTAL
			Unit rate	AMT	Unit rate	AMT	Unit rate	AMT	AMT
1	Cheque Verification / Processing Cost (Per Cheque Basis) *	3,00,00,000	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Cost of Ownership (TCO) for 3 years (in Rs)									0.00

Please Note

- *All the cost related to items including but not limited to Hardware, Software, One Time Set-Up, Maintenance, Technical Support, Onsite Support, ATS/AMC, training, etc. will be part of the per cheque verification / processing cost only, Bank will not pay these charges separately.
- **The quantity provided by the Bank is indicative and will be considered for bid evaluation purposes only. Bank will make the payment on the basis of their actual requirement and the unit rate will be considered accordingly

We abide by following terms and conditions

- The quantity provided by the Bank are indicative and will be considered for bid evaluation purposes only. Bank will place the order on the basis of their actual requirement and the unit rate will be considered accordingly.
- All Deliverables to be supplied as per RFP requirements provided in the tender.
- The Service Charges need to include all services and other requirement as mentioned in the RFP
- The Bidder has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations however for the purpose of calculation Bank will take the corrected figures / cost.
- Prices quoted by the Bidder should be inclusive of all taxes, duties, levies etc. except GST which will be paid extra at actuals. There will be no price escalation during the contract period. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected
- All Quoted Commercial Values should comprise of values only up to 2 decimal places. Bank for evaluation purpose will consider values only up to 2 decimal places for all calculations & ignore all figures beyond 2 decimal places.
- All prices should be in Indian Rupee (INR) only. Bank will deduct applicable TDS, if any, as per the law of the land.

Request for Proposal Selection of Service Provider for Automatic Cheque Signature Verification Solution



- h) We hereby give undertaking to the bank to comply with the secrecy provision pursuant to provision of Banking Regulation Act, 1949 and other applicable laws
- i) Commercial quote signed is final.

Commercial Bid Submission on e-procurement portal:

- 1) Bidder needs to download the commercial bid excel file from e-procurement portal, fill their commercial quotes in available cells only, save the file and upload the same file to the e-procurement portal.
- 2) Bidder needs to take a print of the same commercial excel file, completely filled in all respect which was uploaded to the system and physically sign and stamp this commercial sheet. This sheet needs to be scanned in at least 200 dpi resolution & converted to PDF format. The same pdf file must be uploaded to the e-procurement portal.
- 3) Bidder has to ensure that the quotes mentioned in PDF and excel are same. In case of any discrepancy between the pdf and excel files, the commercials mentioned in PDF will be taken as final for evaluation purposes.

Further, we confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Annexure 16 – Binding Criteria for Technical Presentation

To

Chief Technology Officer
Bank of Baroda
Baroda Sun Tower, BKC,
Bandra (E), Mumbai 400 051

The following criteria must be adhered by all bidders, in connection with the technical presentations during the bid selection process:

- At least one senior representative from bidder's organization should be present in the technical presentations.
- Complete soft copies of the presentation materials should be shared with the Bank before the presentation.
- The Bank will expect and demand that the key personnel showcased by the vendor in the technical presentation should be the same ones that actively drive the project execution.
- Bidders must strictly adhere to the time slots provided to them for the technical presentation, allowing ample time and scope for question-answers.
- Focus of the presentation should be on the specifics of the approach / methodology being proposed for the Bank.
- Both technical and administrative aspects of the project should be given suitable coverage.
- All aspects of requirements (technical scope) in the RFP should be covered in the presentation.
- All RFP requirements that are not covered by the proposed plan, or not adhered to, should be clearly brought out in the technical presentation, along with reasons / justification on why they will not be covered.
- Any assumption, if taken in the response to RFP document should be clearly brought out in the technical presentation, along with the justification.
- Focus should be on bringing out clearly what is specific / different / novel about your approach, not on beefing up the presentation with commonly known and/or spurious information.

Bank's evaluation and scoring on all aspects including technical presentation are final and non-negotiable.



Authorized Signatory

Name:

Designation:

Vendor's Corporate Name



Annexure 17 - Performance Guarantee

BANK GUARANTEE

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To

Chief Technology Officer
Bank of Baroda
Baroda Sun Tower, BKC,
Bandra (E), Mumbai 400 051

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

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

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

AND WHEREAS at the request of the Bidder, WE,....., a body corporate in terms of the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 having its Office at and a branch inter alia 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)

Request for Proposal Selection of Service Provider for Automatic Cheque Signature Verification Solution

against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the Bidder of any of the terms and conditions contained in the PO and RFP / SLA and in the event of the Bidder 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 Bidder of their obligations or default in terms of the PO and RFP.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the Bidder has committed any such breach/ default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by Bank of Baroda shall be conclusive as regards the amount due and payable by us to you.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the Bidder after expiry of the relative guarantee period provided always that the guarantee shall in no event remain in force after (date) without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. You will have the fullest liberty without our consent and without affecting our liabilities under this Bank Guarantee from time to time to vary any of the terms and conditions of the PO and RFP or extend the time of performance of the contract or to postpone for any time or from time to time any of your rights or powers against the Bidder and either to enforce or forbear to enforce any of the terms and conditions of the said PO and RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Bidder or any other forbearance, act or omission on your part or any indulgence by you to the Bidder or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs./-(Rupees..... only) as aforesaid or extend the period of the guarantee beyond the said (Date) unless expressly agreed to by us in writing.
5. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the Bidder or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the Bidder.

6. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Bidder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
7. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the Bidder from time to time arising out of or in relation to the PO and RFP and in respect of which your claim in writing is lodged 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 enforce and this Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
10. The Bank Guarantee shall not be affected by any change in the constitution of the Bidder or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
11. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the Bidder shall have no claim against us for making such payment.
13. Notwithstanding anything contained herein above;
 - a. our liability under this Guarantee shall not exceed Rs./- (Rupeesonly)
 - b. this Bank Guarantee shall be valid and remain in force up to 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 favor 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

NOTE:

1. VENDOR 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.
3. BANK GUARANTEE IF SUBMITTED, SHOULD BE ACCOMPANIED WITH COPY OF THE SFMS TRANSMITTED AT THE TIME OF ISSUE OF BANK GUARANTEE. AS PER IBA NOTIFICATION NO. PS&BT/GOVT/2305 DATED 16-MAR-2016 ALONG WITH MINISTRY OF FINANCE, GOVERNMENT OF INDIA CIRCULAR F.NO.7/112/2011-BOA DATED 08-MAR-2016 WITH RESPECT TO SENDING BANK GUARANTEE ADVICES THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS), IT IS NECESSARY TO CONFIRM THE AUTHENTICITY OF THE BANK GUARANTEES (BG) BY SFMS MESSAGE. THE SFMS SHOULD BE SENT TO FOLLOWING BRANCH:
BRANCH NAME & ADDRESS: BANK OF BARODA, BKC BRANCH, C-26, G-BLOCK, BARODA CORPORATE CENTER, BANDRA EAST, MUMBAI-400051
IFSC CODE: BARB0BANEAS (FIFTH LETTER IS "ZERO")
4. VENDOR SHOULD ENSURE THAT THE BANK GUARANTEE SHOULD CONTAIN ALL TERMS & CONDITIONS AS PER THIS FORMAT. BANK GUARANTEE SUBMITTED WITH ANY RIDER OR DEVIATION TO THE STIPULATED TERMS & CONDITIONS WILL NOT BE ACCEPTED



Annexure 18- Integrity Pact

PRE CONTRACT INTEGRITY PACT (TO BE STAMPED AS AN AGREEMENT)

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of _____ month, 20____.

Between

BANK OF BARODA, a body corporate constituted under the provisions of Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra-Kurla Complex, Bandra East, Mumbai 400051(hereinafter referred to as "BOB"; which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and assigns);

And

.....hereinafter referred to as "The Bidder".

Preamble

BOB is one of the nationalized PSU Bank having its presence through its 8100+ of branches and 95+ administrative offices throughout India and 15+ overseas territories. BOB is committed to fair and transparent procedure in appointing of its outsource service providers.

The BOB intends to appoint/ select, under laid down organizational procedures, contracts for..... The BOB values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s).

In order to achieve these goals, the BOB will appoint Independent External Monitors (IEM) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of BOB

- 1) The BOB commits itself to take all measures necessary to prevent corruption and to observe the following principles
 - a. No employee of the BOB , personally or through family members , will in connection with the tender for , or the execution of a contract, demand ; take a promise for or accept, for self or third person, any monetary or non-monetary benefit which the person is not legally entitled to.
 - b. The BOB will, during the tender process treat all Bidder(s) with equity and reason. The BOB will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s)

could obtain an advantage in relation to the tender process or the contract execution.

- c. The BOB will make endeavor to exclude from the selection process all known prejudiced persons.
- 2) If the BOB obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the BOB will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)

- 1) The Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:
 - a. The Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the BOB's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the BOB as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, similarly the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s).
 - e. The Bidder(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 2) The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the BOB is entitled to disqualify the Bidder(s) from the tender process or take action as per law in force.

Section 4 - Compensation for Damages

- 1) If the BOB has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the BOB is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2) If the BOB has terminated the contract according to Section 3, or if the BOB is entitled to terminate the contract according to Section the BOB shall be entitled to demand and recover from the Bidder liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

- 1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Bidders / Subcontractors

- 1) In case of Sub-contracting, the Principal Contractor (Bidder) shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- 2) The BOB will enter into agreements with identical conditions as this one with all Bidders.
- 3) The BOB will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/Subcontractor(s)

If the BOB obtains knowledge of conduct of a Bidder or Subcontractor, or of an employee or a representative or an associate of a Bidder or Subcontractor which constitutes corruption, or if the BOB has substantive suspicion in this regard, the BOB will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

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

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

Section 9 Facilitation of Investigation

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

Section 10 - Pact Duration (Any violation of the same would entailed is qualification of the Pact Duration)

This Pact begins when both parties have legally signed it. It expires for the selected Bidder till the contract period, and for all other Bidders 6 months after the contract

has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by BOB.

Section 11 - Other provisions

- 1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the BOB, i.e. Mumbai.
- 2) Changes and supplements as well as termination notices need to be made in writing.
- 3) If the Bidder is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) Issues like scope of work, Warranty / Guarantee etc. shall be outside the purview of IEMs.
- 6) In the event of any contradiction between the Integrity Pact and RFP/ RFQ/ tender documents and its Annexures, the Clause in the Integrity Pact will prevail.

(For & On behalf of the BOB)

(For & On behalf of Bidder)

(Office Seal)

(Office Seal)

Place-----

Date-----

Witness1:

(Name & Address)

Witness2:

(Name & Address)

Annexure 19 - Service Level and Non-Disclosure Agreement

This Agreement is made in Mumbai this..... Day of 20... by and between BANK OF BARODA, body corporate constituted under the Banking Companies [Acquisition & Transfer of Undertakings] Act 1970 having its Head Office at Mandvi, Baroda and Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400051, hereinafter for brevity sake referred to as “Bank” (which expression shall, unless repugnant to the context or meaning, include its successors and assigns) of the one Part;

AND

_____, a company incorporated under the Companies Act 1956/2013, India, having its registered office at _____, hereinafter referred to as “the Service Provider” (which expression shall, unless repugnant to the context and meaning thereof include its subsidiaries, affiliates, successors and permitted assigns) of the other Part,

(Bank and the Service Provider hereinafter are individually referred to as “Party” and collectively as “Parties”)

WHEREAS

Bank of Baroda is one of the largest public sector banks (PSU) in India with a branch network of over 8100+ branches in India and around 95+ branches/ offices overseas including branches of our subsidiaries, distributed in 15+ countries. Bank desires to select a Service Provider for Supply, Implementation & Maintenance of Automatic Cheque Signature Verification Solution and had invited offers.

In response to RFP No ----- dated ----- issued by Bank, the Service Provider also submitted its offer and has represented that it is engaged in the business of Supply, Implementation & Maintenance of Automatic Cheque Signature Verification Solution. It further represented to Bank that it has the requisite skill, knowledge, experiences, experts, staff and capability to provide required service to Bank. Relying on representations of Service Provider and other applicable criteria, Service Provider was declared as a successful bidder in the RFP evaluation process. Accordingly Bank has issued a -----.

It was a condition in the RFP that the Parties would enter into a Service Level and Non-Disclosure Agreement which shall include all the services and terms and conditions of the services to be extended as detailed here in.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS

1. DEFINITIONS

- I. Bank, BOB means ‘Bank of Baroda’

Request for Proposal Selection of Service Provider for Automatic Cheque Signature Verification Solution

- II. ATP means Acceptance Test Procedure
- III. AMC means Annual Maintenance Contract
- IV. BFSI means Banking, Financial services and Insurance
- V. DC Means Data Centre
- VI. DR Means Data Recovery Centre
- VII. MSP means Managed Service Provider of the Bank.
- VIII. SLA means Service Level Agreement
- IX. Total Cost of Ownership (TCO)
- X. SPOC means Single Point of Contact

2. TERM

This Agreement shall come into force on _____ and shall be in force and effect for a period -----, unless Bank terminates the Agreement by giving a prior written notice of 30 days as per the terms of this Agreement.

3. SCOPE OF SERVICE

The Service Provider agrees to perform the services as part of the scope of this engagement including but not limited to as mentioned in Schedule I (Scope of Work) of this Agreement. BOB reserves its right to change the scope of the services considering the size and variety of the requirements and the changing business & security conditions /environment with mutual consent.

4. STANDARDS

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

5. DELIVERY

As mentioned above in the RFP.

6. DOCUMENTATION

The Service Provider shall supply all necessary documentation for the training, use and operation of the system. This will include at least one set of original copies per installation of the user manuals, reference manuals, operations manuals, and system management manuals in English/ Hindi.

7. SINGLE POINT OF CONTACT & DIRECT SUPPORT

(Please incorporate following details – Name, designation, address, email address, telephone /mobile No.

Escalation matrix for support should also be provided with full details.

8. PAYMENT TERMS

As mentioned above in the RFP.

9. SET-OFF

Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to set-off or adjust any amounts due to Bank under this clause from the Service Provider against payments due and payable by Bank to the Service Provider for the services rendered.

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

10. COVENANTS OF THE SERVICE PROVIDER

The Service Provider shall deploy and engage suitably experienced and competent personnel as may reasonably be required for the performance of the services. During the currency of this Agreement, the Service Provider shall not substitute the key staff identified for the services mentioned in this Agreement.

The Service Provider shall forthwith withdraw or bar any of its employee/s from the provision of the services if, in the opinion of BANK:

- (i) The quality of services rendered by the said employee is not in accordance with the quality specifications stipulated by BANK; or
- (ii) The engagement or provision of the services by any particular employee is prejudicial to the interests of BANK.

All employees engaged by the Service Provider shall be in sole employment of the Service Provider and the Service Provider shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall BANK be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the Service Provider.

The Service Provider:

- i. Shall be responsible for all negotiations with personnel relating to salaries and benefits, and shall be responsible for assessments and monitoring of performance and for all disciplinary matters.
- ii. Shall not knowingly engage any person with a criminal record/conviction and shall bar any such person from participating directly or indirectly in the provision of services under this Agreement.
- iii. Shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel.
- iv. Shall not exercise any lien on any of the assets, documents, instruments or material belonging to BANK and in the custody of the Service Provider for any amount due or claimed to be due by the Service Provider from BANK.

Request for Proposal Selection of Service Provider for Automatic Cheque Signature Verification Solution

- v. Shall regularly provide updates to BANK with respect to the provision of the services and shall meet with the personnel designated by BANK to discuss and review its performance at such intervals as may be agreed between the Parties.
- vi. Shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but not limited to code of Wages Act, Provident Fund laws, Workmen's Compensation Act) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labor legislations.
- vii. Shall not violate any proprietary and intellectual property rights of BANK or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights in course of providing services hereunder.
- viii. Shall ensure that the quality and standards of materials and services to be delivered or rendered hereunder, will be of the kind, quality and timeliness as designated by the BANK and communicated to the Service Provider from time to time.
- ix. Shall not work in a manner which, in the reasonable opinion of BANK, may be detrimental to the interests of BANK and which may adversely affect the role, duties, functions and obligations of the Service Provider as contemplated by this Agreement.
- x. Shall be liable to BANK for any and all losses of any nature whatsoever arisen directly or indirectly by negligence, dishonest, criminal or fraudulent act of any of the representatives and employees of the Service Provider while providing the services to the BANK.
- xi. Shall itself perform the obligations under this Agreement and shall not assign, transfer or sub-contract any of its rights and obligations under this Agreement except with prior written permission of BANK.

11. CONFIDENTIALITY

The Service Provider acknowledges that in the course of performing the obligations under this Agreement, it shall be exposed to or acquire information of the bank, which the Service Provider shall treat as confidential.

a. All BOB's product and process details, documents, data, applications, software, systems, papers, statements and business / customer information which may be communicated to or come to the knowledge of Service Provider or Service Provider's employees during the course of discharging their obligations shall be treated as absolutely confidential and Service Provider irrevocably agrees and undertakes and ensures that Service Provider and its employees shall keep the same secret and

confidential and not disclose the same, in whole or in part to any third party without prior written permission of BOB. The Service Provider shall not use or allow to be used any information other than as may be necessary for the due performance by Service Provider of its obligations hereunder.

b. Service Provider shall not make or retain any copies or record of any Confidential Information submitted by BOB other than as may be required for the performance of Service Provider.

c. Service Provider shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information.

d. Service Provider shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also so far as it is practicable Service Provider shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Service Provider or its affiliates.

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

f. Service Provider hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of the engagement Agreement/ Work Order or any other oral or written information which may contain, hold or bear confidential information or disclose the information submitted by BOB under any other Agreement to any third party unless such disclosure is mandatorily required by law or if it is required necessarily to be disclosed to any other agency/subcontractor or the like for the purpose of performing any of its obligations under the contract.

However, the Confidential Information will not be limited to the information mentioned above but not include the following as Confidential Information:

i. Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;

ii. Prior to the disclosure by BOB was known to or in the possession of the Service Provider at the time of disclosure;

iii. Was disclosed or parted with the prior consent of BOB;

iv. Was acquired by Service Provider from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from BOB.

- The Service Provider agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall

neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.

- In any dispute over whether information or matter is Proprietary Information or not mentioned herein, it shall be the burden of Service Provider to show that such contested information or matter is not Proprietary Information within the meaning of this Agreement, and that it does not constitute violation under any laws for the time being enforced in India.

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

The confidentiality obligations shall survive the expiry or termination of the Agreement between the Service Provider and the Bank.

12. INDEMNITY

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

- Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Service Provider under this Agreement; and/or
- an act or omission of the Service Provider and/or its employees, agents, sub-contractors in performance of the obligations under this Agreement; and/or
- claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Service Provider, against the Bank; and/or
- claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Service Provider to its employees, its agents, contractors and sub-contractors
- breach of any of the term of this Agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Service Provider under this Agreement; 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 Service Provider contained in this Agreement; and/or
- Negligence or gross misconduct attributable to the Service Provider or its employees or sub-contractors.

The Service Provider 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 Agreement 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, the Bank:

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

However, (i) the Service Provider has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Service Provider 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 Service Provider, 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 Service Provider, 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 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 Service Provider to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank.

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

- Software, hardware, interfacing, or supplies for the solution not approved by Service Provider; or
- any change, not made by or on behalf of the Service Provider, to some or all of the deliverables supplied by the Service Provider 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 agreement by the Service Provider.

In the event of Service Provider not fulfilling its obligations under this clause within the period specified in the notice issued by the Bank, the Bank has the right to recover the

amounts due to it under this provision from any amount payable to the Service Provider under this project.

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

13. PROPERTY RIGHTS

Each Party owns and retains all rights, title and interests in and to its respective Pre-Existing Intellectual Property and Independent Intellectual Property. Independent Intellectual Property means any Intellectual Property developed by a Party independently of the applicable statement of work. "Pre-Existing Intellectual Property" means any Intellectual Property owned by a Party, or licensed to such Party (other than by the other Party), as at the commencement date of the applicable statement of work.

Whereas title to all inventions and discoveries made jointly by the parties resulting from the Work performed as per this agreement shall reside jointly between the parties. Both the parties shall mutually decide the future course of action to protect/ commercial use of such joint IPR. The Intellectual Property Rights shall be determined in accordance with Indian Laws.

Without prejudice to above paras all the interim/ final deliverables shall be property of bank. Subject to requisite payments the service provider deemed to grand exclusive, perpetual rights to use of the deliverables in favor of bank.

14. PERFORMANCE GUARANTEE

Service Provider, shall provide unconditional and irrevocable Performance Bank Guarantee for Rs -----/- (Rupees ____ Only) in favor of BOB from any Public Sector Bank other than Bank of Baroda as acceptable to BOB towards due performance of the contract in accordance of this Agreement. The Performance Guarantee shall be valid for a period of ___ months with additional claim period of three months after expiry of validity period.

15. TERMINATION

In following events Bank shall terminate this assignment or cancel any particular order if service provider:

- Breaches any of its obligations set forth in this agreement and such breach is not cured within 15) Working Days after Bank gives written notice; or
- Failure by Service Provider to provide Bank, within 15) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or
- The progress regarding execution of the contract/ services rendered by the Service Provider is not as per the prescribed time line, and found to be unsatisfactory.
- Supply of substandard materials/ services

- Delay in delivery / installation / commissioning of services.
- Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.
- If deductions of penalty exceeds more than 10% of the total contract price.

Further Bank may terminate this agreement on happening of following events:

- A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the Service Provider and such appointment continues for a period of twenty one (21) days;
- The Service Provider is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.
- The Service Provider 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 Agreement.
- The Service Provider becomes the subject of a court order for its winding up.

Notwithstanding above, in case of change of policy or any unavoidable circumstances or without any reason Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Service Provider at least 60 days prior notice in writing.

Effect of termination

If Bank terminates or cancels the assignment on the default mentioned in the termination clause, in such case it reserves the right to get the balance contract executed by another party of its choice. In this event, the Service Provider shall be bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the selection of a new service provider and for execution of the balance of the contract.

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

Without prejudice to the rights of the Parties, upon termination or expiry of this Agreement, Bank shall pay to Service Provider, within thirty (30) days of such termination or expiry, all the undisputed fees outstanding till the date of termination;

Upon the termination or expiry of this Agreement:

- The rights granted to Service Provider 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 Service Provider, being used by Service Provider to provide the Services and (ii) the assignable agreements, Service Provider shall, use its reasonable

commercial endeavors to transfer or assign such agreements and Service Provider Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.

- On Bank's request in writing, Service Provider shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Service Provider to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

16. CORPORATE AUTHORITY

The Parties represent that they have taken all necessary corporate action and sanction to authorize the execution and consummation of this Agreement and will furnish satisfactory evidence of same upon request.

17. LAW, JURISDICTION AND DISPUTE RESOLUTION

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

ARBITRATION

- a) The Bank and the Service Provider shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers/ directors of the Bank and the Service Provider, any disagreement or dispute arising between them under or in connection with the contract.
- b) If the Bank project manager/director and Service Provider 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 Service Provider and Bank respectively.
- c) If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Service Provider and Bank, the Bank and the Service Provider have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.
- d) 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.

- e) The place of arbitration shall be _____. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings
- f) 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.

18. AUDIT

All Service Provider records with respect to any matters covered by this Agreement 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 Service Provider 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.

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 Service Provider's premises without prior notice to ensure that data provided by the Bank is not misused. The Service Provider shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank.

19. LIMITATION OF LIABILITY

Except the grounds mentioned under the para two of this clause, Service Provider's aggregate liability in connection with obligations undertaken as a part of the Agreement regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.

However, Service Provider's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Service Provider, 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 Service Provider as part of procurement under the Agreement.

Under no circumstances BOB shall be liable to the Service Provider 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.

Subject to any law to the contrary, and to the maximum extent permitted by law neither parties shall be liable to other for any consequential/ incidental, or indirect damages arising out of this agreement.

All employees engaged by the party shall be in sole employment of the party and the respective parties shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall other party be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the other party.

20. PUBLICITY

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

21. INDEPENDENT ARRANGEMENT

This Agreement is on a principal-to-principal basis between the Parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the parties. The Service Provider acknowledges that its rendering of services is solely within its own control, subject to the terms and conditions agreed upon and agrees not to hold it out to be an employee, agent or servant of Bank or Affiliate thereof.

22. SUBCONTRACTING

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

23. ASSIGNMENT

The Service Provider agrees that the Service Provider shall not be entitled to assign any or all of its rights and or obligations under this Agreement to any entity including Service Provider'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 Agreement along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the obligations of the Service Provider under this Agreement.

24. NON – SOLICITATION

The Service Provider, 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.

The above clause shall not applicable in case the recruitment done through public advertisement.

25. VICARIOUS LIABILITY

The Service Provider shall be the principal employer of the employees, agents, contractors, subcontractors, etc., if any, engaged by the Service Provider and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the Service Provider for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the Service Provider shall be paid by the Service Provider alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Service Provider 's employees, agents, contractors, subcontractors etc. The Service Provider shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of Service Provider 's employees, agents, contractors, subcontractors, etc.

26. FORCE MAJEURE

The Service Provider 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 Service Provider and not involving the Service Provider'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 Service Provider 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 Service Provider shall continue to perform Service Provider'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 Service Provider shall hold consultations in an endeavor to find a solution to the problem.

SURVIVAL:

The expiry or the termination of this Agreement does not relieve either party of its obligations which by their nature ought or intend to survive the termination of this Agreement including without limitation to the clauses of confidentiality, indemnity, limitation of liability, and covenants of the parties.

27. MISCELLANEOUS

Any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.

No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile to the person at the address given below. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, two days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).

The addresses referred to hereinabove are:

If to the Bank of Baroda:

The Chief Technical Officer
Baroda Corporate Centre, C-26, G-Block, BKC, Bandra (East), Mumbai- 400051
ATTN: Assistant General Manager (IT)

If to the

Address _____

ATTN: _____

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or



warranty not set forth herein has been made or relied upon by any Party hereto. In case of any contradiction in the terms of RFP _____, offer document and Purchase Order etc., and this Agreement the terms hereof shall prevail.

Neither this Agreement nor any provision hereof is intended to confer upon any Person other than the Parties to this Agreement any rights or remedies hereunder.

In connection with this Agreement, as well as all transactions contemplated by this Agreement, each Party agrees to execute and deliver such additional documents and to perform such additional actions as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.

The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.

The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

This Agreement may be signed in duplicate, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year first above written.

Signed and Delivered by the within named

For Bank of Baroda

For

Name:

Name:

Designation:

Designation:

Witness 1 :

Witness 1 :

Witness 2 :

Witness 2 :



Annexure 20 - Letter of Undertaking from OEM/ OSD on Compliance to RBI Master Direction on Outsourcing of IT Services

(RBI/2022-23/xx DoS.CO.CSITEG/SEC.xx/31.01.015/2022-23 Dated 23rd June 2022)

(This letter should be on the letterhead of the OEM / OSD / Manufacturer duly signed by an authorized signatory)

To
Chief Technology Officer
Bank of Baroda, Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: Request for Proposal for Selection of Service Provider for Automatic Cheque Signature Verification Solution

We (Name of the OEM / OSD) who are established and reputable manufacturers / developers of do hereby undertake that I/We have read and fully understood the outsourcing guidelines as mentioned in the CSP / MSP / OEM / SI as mentioned in the RBI Circular No. DoS.CO.CSITEG/SEC.xx/31.01.015/2022-23 dated 23rd June 2022 for Draft Master Direction on Outsourcing of IT Services.

We do hereby undertake that we comply with the outsourcing guidelines related to CSP/MSP/OEM/SI as mentioned in the RBI Circular No. DoS.CO.CSITEG/SEC.xx/31.01.015/2022-23 dated 23rd June 2022 for Draft Master Direction on Outsourcing of IT Services and we are submitting point-wise compliance and details along with the technical proposal.

We fully understand that if the solution does not comply with one or more clauses in the subjected circular, the solution will not qualify for the next level of evaluation.

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name:

Date:



Annexure 21 - Letter of Undertaking from OEM/ OSD on Cloud Security and Compliance

(Applicable in case of cloud-based solution)

(This letter should be on the letterhead of the OEM / OSD / Manufacturer duly signed by an authorized signatory)

To
Chief Technology Officer
Bank of Baroda, Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: Request for Proposal for Selection of Service Provider for Automatic Cheque Signature Verification Solution

We (Name of the OEM / OSD) who are established and reputable manufacturers / developers of do hereby undertake the following:

1. The proposed solution is complying with the Information security policy of the bank for the applicable solution requirements mentioned in RFP.
2. The solution will be able to integrate with Bank's Active Directory security policies and authentication framework.
3. The solution will be offered at dedicated environment to have better control over Bank's data due to compliance / security related aspects.
4. The solution conforms to the following industry level certifications:
 - ISO 27001:2013
 - ISO 27017
 - SOC 1 / SOC 2 / SOC 3
 - ISO 27018
5. We (Name of the OEM / OSD) who is responsible for:
 - Data and application privacy and confidentiality
 - System and software access control and administration
 - Custodial responsibilities for data and other information assets
 - Physical Security of the facilities where the Bank's data resides
 - Physical and logical separation from other customers

Request for Proposal Selection of Service Provider for Automatic Cheque Signature Verification Solution

- Defining and following Incident response and reporting procedures
 - Complying with the Password Policy of the Bank
 - Complying with the Data Encryption / Protection requirement of the Bank
 - Integration with Single Sign on / Single Sign on Capabilities inbuilt
6. In case, if a government demand is received for any data, the below mentioned process has to be followed:
- Disclose customer data when legally required and only after attempting to redirect the request to the customer.
 - Resist government demands that are invalid.
7. The location of Cloud servers should be in India.

We hereby attach our response against the various requirement of Bank as follows.

	Subject	OEM Response
1.	<p>Right to Audit: Service Provider should provide right to audit as similar to what Bank is having with other shared data centers in India. Bank must have “Rights to Audit” the SP’s compliance with the agreement including rights of access to the SP’s premises where relevant records and Bank’s data is being held. It also include audit rights for the Bank or its appointed auditor (nominee) or regulators as an integral clause in the service agreement.</p>	
2.	<p>Data and Information Security: SP to ensure following</p> <ul style="list-style-type: none"> ▪ Data integrity management. ▪ To provide full disclosure regarding security practices and procedures as stated in their SLAs ▪ Specific identification of all controls used during the data lifecycle. ▪ To maintain a fundamental philosophy of knowing where Bank’s data (Logical /Physical) ▪ To determine who should access the data, what their rights and privileges are, and under what conditions these access rights are provided and maintain a “Default Deny All” policy ▪ To define and identify the data classification. SP to enforce the Bank’s access requirements based on data classification. ▪ To encrypt data at rest and encrypt data in transit. ▪ To share what compartmentalization techniques are employed to isolate Bank data from other customer’s data ▪ Sharing of encryption management with Bank on multi-tenant storage. ▪ To comply with data retention and destruction schedules/Policy provided by Bank, SP to certify on Bank’s request destroying all data 	

Request for Proposal Selection of Service Provider for Automatic Cheque Signature Verification Solution

	<p>at all locations including slack in data structures and on the media. The Bank will have right to audit this practice.</p> <ul style="list-style-type: none"> ▪ Understand the logical segregation of information and protective controls implemented. ▪ Understand Cloud provider policies and processes for data retention and destruction and how they compare with internal organizational policy. ▪ Perform regular backup and recovery tests to assure that logical segregation and controls are effective. ▪ Ensure that Cloud provider personnel controls are in place to provide a logical segregation of duties. ▪ To provide Forensic Investigation Support as and when required by the Bank. ▪ To comply with Bank's RTO/RPO requirement and retention policy. 	
3.	<p>Application and Process Security:</p> <ul style="list-style-type: none"> ▪ SP application should meet the requirements for zoning security, and prevent direct access from the user interface layers to the database layers. The application needs to follow a multi-tier deployment model to achieve this. ▪ The SP application should conform to Open Web Application Security project guidelines on web application security, including protection against SQL injection, cross-site scripting, data validation for special characters etc. ▪ The application should conform to applicable security guidelines from relevant standards. E.g. ISO/IEC 27017, ISO/IEC 20018. ▪ The application executable files and the source code need to be secured from unauthorized access and possible theft. ▪ If the application is deployed on the Cloud using native multi-tenancy features offered by the application, privacy of data across tenants or entities needs to be ensured through appropriate access control mechanisms ▪ Application should clearly log business errors and technical errors separately to support separation of duties between business users and data Center operator. ▪ User access to sensitive data needs to be controlled ▪ SP to comply with Bank's password management policy. ▪ Features like session timeouts and restricting logins to office hours should be implemented to enhance security ▪ The application should clear sensitive data like passwords from memory immediately after it is processed. ▪ Application level support for definition of users, roles, and exception management functions is to be ensured 	
4.	<p>Integration with external applications:</p>	

	<ul style="list-style-type: none"> ▪ Application needs to have well defined APIs and application needs to ensure that only authorized application can invoke such APIs. ▪ The application must have extensive audits to log all transactions and important non transactional activities. The application needs to implement maker-checker principle for activities like important business parameter updates. ▪ The application should provide a mechanism to purge old data (after archival if required) while maintaining transactional integrity. ▪ The application needs to provide a documented mechanism, preferably a tool for application monitoring. ▪ The application needs to provide a documented mechanism, preferably a tool for reporting important errors and taking automated actions. 	
5.	<p>IT Infrastructure Security of public cloud consist monitoring as under:</p> <ul style="list-style-type: none"> ▪ Virtual environment security: It includes resource allocation, hardening of OS, VM image encryption, VM monitoring, USB disabling on VMs, VM should be kept on dedicated partition and IP addresses should not be shared. ▪ Encryption and Key Management: Depending on sensitivity data is to be encrypted, transport layer encryption is to be ensured using SSL, VPN Gateway, SSH and TLS encryption. End-to-end process for managing and protecting encryption keys to be established and documented. Compliance is to be ensured in ongoing basis. ▪ Monitoring: Devices may be integrated with Bank's SOC for continuous monitoring for access monitoring, threat monitoring, audit logging, system usage monitoring, protection of log information, administrator and operator log monitoring, fault log monitoring. 	
6.	<p>Physical and Logical Security:</p> <ul style="list-style-type: none"> ▪ The SP infrastructure including servers, routers, storage devices, power supplies, and other components that support operations, should be physically secured. Safeguards include the adequate control and monitoring of physical access using biometric access control measures and closed circuit television (CCTV) monitoring. ▪ A security plan for the physical environment should be implemented. Bank should have audit rights on complete physical setup. Data should be have relevant standard certifications and accreditation. 	
7.	<p>Logical Security:</p> <ul style="list-style-type: none"> ▪ In a SP environment where business critical data and information systems are coexisting at multiple places, logical security has a very important role in securing the data. To manage logical access Bank 	

	should design access using username, password, OTP, RSA Token, Biometric Authentication, etc.	
8.	<p>Legal Issues:</p> <ul style="list-style-type: none"> There are various laws like Information Technology Act, Data Privacy Act, Data Retention Directive, E-Privacy Directive, E-Commerce Directive, will be applicable to SP providers and also the customers of the Cloud service. Compliance with Indian data privacy law is expected at all times. It will be mandatory to protect the data privacy as per this law. SP should comply with such laws. 	
9.	<p>Operational Security:</p> <ul style="list-style-type: none"> In view of operational security concerns like BCP, DRP, SLA etc., SP need to submit various reports as required by the bank, time to time for internal or regulatory reporting purposes. 	
10.	<p>Miscellaneous:</p> <p>SP to ensure the following requirements are met</p> <ul style="list-style-type: none"> Compliance with Information Security of the Bank as applicable on relevant aspects Protection mechanism (physical and logical) SP has in place for the actual hardware where Bank's data will be stored on. Incident management, business continuity and disaster recovery policies, and processes and procedures of service provider (SP) and should include reviews of collocation and back-up facilities. 	
11	<p>Government requests for audits, compliance etc.</p> <p>In case, if a government demand is received for any data, the below mentioned process has to be followed:</p> <ul style="list-style-type: none"> Disclose customer data when legally required and only after attempting to redirect the request to the customer Resist government demands that are invalid <p>Prior written permission needs to be taken from the bank for all such requests.</p>	

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name



Annexure 22 – Declaration/ undertaking from bidder to comply with the Information and cyber security controls

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

To
Chief Technology Officer
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Dear Sir,

Sub: Request for Proposal for Selection of Service Provider for Automatic Cheque Signature Verification Solution

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

We hereby agree to comply with the Information and cyber security controls given in the Annexure-23 Information/Cyber-Security Measures/Controls for selected Service Provider (SP), on an ongoing basis and regulatory / legal guidelines and directives related to SP / outsourcing issued by regulators / legal entities from time to time. The SP shall provide access to the regulators, legal authorities, Bank and Bank appointed auditors for on-site/off-site supervision.

We ensure that outsourced critical IT service are subjected to the annual IT audit / Technology risk assessment process by an independent professional agency as approved by the local government or regulator at no extra cost to the Bank

We abide with all clauses mentioned in the Annexure -23 Cyber Security Controls which will be part of the NDA/SLA signed with the Bank at the time of award of contract.

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Annexure 23 – Information/Cyber-Security Measures/Controls for selected Service Provider

Sub: Request for Proposal for Selection of Service Provider for Automatic Cheque Signature Verification Solution

1. Preventing access of unauthorized software

- 1.1. Put in place a mechanism to control installation of software/applications on endpoints. Also, put in place a mechanism to block/prevent and identify installation and running of unauthorized software/applications on such devices/systems.
- 1.2. Continuously monitor the release of patches by various vendors/Original Equipment Manufacturers (OEMs), advisories issued by CERT-In and other similar agencies and expeditiously apply the security patches as per the patch management policy of the SP. If a patch/series of patches is/are released by the OEM/manufacturer/vendor for protection against well-known/well publicized/reported attacks exploiting the vulnerability patched, the SPs must have a mechanism to apply them expeditiously following an emergency patch management process.
- 1.3. Have a clearly defined framework including requirements justifying the exception(s), duration of exception(s), process of granting exceptions, and authority for approving, authority for review of exceptions granted on a periodic basis by officer(s) preferably at senior levels who are well equipped to understand the business and technical context of the exception(s).

2. Environmental Controls

- 2.1. Put in place appropriate controls for securing the physical location of critical assets, providing protection from natural and man-made threats.
- 2.2. Put in place mechanisms for monitoring of breaches/compromises of environmental controls relating to temperature, water, smoke, access alarms, and service availability alerts (power supply, telecommunication, and servers), access logs, etc.
- 2.3. Network Management and Security
- 2.4. Prepare and maintain an up-to-date network architecture diagram at the organization level including wired/wireless networks.
- 2.5. Maintain an up-to-date/centralized inventory of authorized devices connected to SP's network (within/outside SP's premises) and authorized devices enabling the SP's network. The SP may consider implementing solutions to automate network discovery and management.
- 2.6. Have mechanisms to identify authorized hardware/mobile devices like laptops,

- mobile phones, tablets, etc. and ensure that they are provided connectivity only when they meet the security requirements prescribed by the SP.
- 2.7. Ensure that all the network devices are configured appropriately and periodically assessed to ensure that such configurations are securely maintained.
 - 2.8. The default passwords of all the network devices/systems should be changed after installation.
 - 2.9. The infrastructure of SP should be designed with adequate network separation controls.
 - 2.10. Have mechanism to automatically identify unauthorized device connections to the SP's network and block such connections.
 - 2.11. Boundary defenses should be multi-layered with properly configured firewalls, proxies, De-Militarized Zone (DMZ) perimeter networks, and network-based IPS and IDS. Mechanism to filter both in bound and out bound traffic must be put in place.
 - 2.12. Establish Standard Operating Procedures (SOP) for all major IT activities including for connecting devices to the network.
 - 2.13. Put in place mechanism to detect and remedy any unusual activities in systems, servers, network devices and endpoints.
 - 2.14. Firewall rules shall be defined to block unidentified outbound connections, reverse TCP shells and other potential backdoor connections.
 - 2.15. Secure Configuration
 - 2.16. Document and apply baseline security requirements/configurations to all categories of devices (end-points/workstations, mobile devices, operating systems, databases, applications, network devices, security devices, security systems, etc.), throughout the lifecycle (from conception to deployment) and carry out reviews periodically,
 - 2.17. Periodically evaluate the configuration of all such devices (such as firewall, network switches, security devices, etc.) and patch levels for all systems in the SP's IT ecosystem.
 - 2.18. Disable remote connections from outside machines to the network hosting the ATM Switch infrastructure.
 - 2.19. Ensure the software integrity of the related applications.

3. Application Security Life Cycle (ASLC)

- 3.1. Incorporate/Ensure information security across all stages of application life cycle.
- 3.2. Secure coding practices must be implemented for internally/collaboratively developed applications.
- 3.3. The development/test and production environments need to be properly segregated.
- 3.4. Segregated. The data used for development and testing should be appropriately masked.
- 3.5. Software/Application development approach should be based on threat modelling, incorporate secure coding principles, security testing (based on

global standards) and secure rollout.

- 3.6. Ensure that adoption of new technologies is adequately evaluated for existing/evolving security threats and that the IT/security team of the SP achieve reasonable level of comfort and maturity with such technologies before introducing in the IT ecosystem.
- 3.7. SPs shall certify any new products, updates, upgrades as having been developed following secure coding practices. The application architecture shall be tested to safeguard the confidentiality and integrity of data being stored, processed and transmitted. An assurance to this effect shall be shared with the bank/RBI as and when requested.
- 3.8. In respect of critical business applications, SPs shall conduct source code audits by professionally competent personnel/service providers. They shall provide assurance to the bank that the application is free from embedded malicious/fraudulent code.
- 3.9. The SPs shall ensure that their software/application development practices address common vulnerabilities highlighted in baselines such as Open Web Application Security Project (OWASP) proactively and adopt the principle of defense-in-depth to provide layered security mechanism.

4. Patch/Vulnerability and Change Management

- 4.1. Allow a documented risk-based strategy for inventorying IT components that need to be patched, identification of patches and applying patches so as to minimize the number of vulnerable systems and the time window of vulnerability/exposure.
- 4.2. Changes to business applications, supporting technology, service components and facilities should be managed using robust configuration management processes that ensure integrity of any changes thereto.
- 4.3. Periodically conduct Application security testing of web/mobile applications throughout their lifecycle (pre-implementation, post implementation, after changes) in an environment closely resembling or a replica of the production environment.
- 4.4. As a threat mitigation strategy, identify the root cause of incident and apply necessary patches to plug the vulnerabilities.
- 4.5. Periodically evaluate the access device configurations and patch levels to ensure that all access points, nodes between (i) different VLANs in the Data Centre (ii) LAN/WAN interfaces (iii) SP's network to external network and interconnections with partner, vendor and service provider networks are securely configured.
- 4.6. SPs should have a robust change management process in place to record/monitor all the changes that are moved/pushed into the production environment. Such a change management process must clearly mention the test cases, chain of approving authority for the particular change, deployment plan and rollback plan.

5. User Access Control / Management

Request for Proposal Selection of Service Provider for Automatic Cheque Signature Verification Solution

- 5.1. Provide secure access to the SP's assets/services from within/outside the SP's network by protecting data/information at rest (e.g. using encryption, if supported by the device) and in-transit (e.g. using technologies such as VPN or other standard secure protocols, etc.)
- 5.2. Carefully protect access credentials such as logon user-id, authentication information and tokens, access profiles, etc. against leakage/attacks.
- 5.3. Implement controls to monitor and minimize in valid logon counts and deactivate dormant accounts.
- 5.4. Implement a centralized authentication and authorization system through an Identity and Access Management solution for accessing and administering applications, operating systems, databases, network and security devices/systems, point of connectivity (local/remote,etc.) including enforcement of strong password policy, two-factor/multi-factor authentication depending on risk assessment, securing privileged accesses following the principle of least privileges and separation of duties.
- 5.5. Access to critical servers, network and security devices/systems shall be provided through Privileged User Management Systems/Identity and Access Management systems.
- 5.6. Monitor any abnormal change in pattern of logon
- 5.7. Mechanism to monitor the database security events, backend access to the databases shall be put in place to ensure access to the database is restricted and the activities carried out through the backend are logged and reviewed.
- 5.8. Trivial and/or default passwords shall not be used.

6. Data Leak prevention strategy

- 6.1. Develop a comprehensive data loss/leakage prevention strategy to safeguard sensitive (including confidential) business and customer data/information.
- 6.2. This shall include protecting data processed in endpoint devices, data in transmission, as well as data stored in servers and other digital stores, whether online or offline.

7. Audit Logs

- 7.1. Enough care is to be taken to capture audit logs pertaining to user actions in a system. Such arrangements should facilitate forensic auditing, if need be.
- 7.2. Implement and periodically validate settings for capturing of appropriate logs/audit trails of each device, system software and application software, ensuring that logs include sufficient information to uniquely identify the log for example by including a date, timestamp, source addresses, destination

addresses, and various other useful elements of each packet and/or event and/or transaction.

- 7.3. Logs generation from various devices/applications/database and capturing should always be automatic and by default.
- 7.4. An alert mechanism should be set to monitor any change in the log settings.
- 7.5. Manage and analyze audit logs in a systematic manner so as to detect, respond, understand or recover from an attack.

8. Incident Response and Management

- 8.1. SPs must have a mechanism/resources to take appropriate action in case of any cyber security incident. They must have written incident response procedures including the roles of staff/outsourced staff handling such incidents; Response strategies shall consider readiness to meet various incident scenarios based on situational awareness and potential/post impact, consistent communication and coordination with stakeholders, including specifically the bank, during response.
- 8.2. SP's BCP/DR capabilities shall adequately and effectively support the SP's cyber resilience objectives and should be so designed to enable the SP to recover rapidly from cyber-attacks/other incidents and safely resume critical operations aligned with recovery time objectives while ensuring security of processes and data is protected.
- 8.3. SPs are responsible for meeting the requirements prescribed for incident management and BCP/DR even if their IT infrastructure, systems, applications, etc., are managed by third party vendors/service providers. SPs shall have necessary arrangements, including a documented procedure for such purpose. This shall include, among other things, to inform the bank about any cyber security incident occurring in respect of the bank on timely basis to early mitigate the risk as well as to meet extant regulatory requirements.

9. Advanced Real-time Threat Defense and Management

- 9.1. Build a robust defense against the installation, spread, and execution of

Request for Proposal Selection of Service Provider for Automatic Cheque Signature Verification Solution

malicious code at multiple points in the enterprise.

- 9.2. Implement Anti-malware, Antivirus protection including behavioral detection systems for all categories of devices—endpoints, servers (operating systems, databases, applications, etc.), Web/Internet gateways, email-gateways, Wireless networks, etc. including tools and processes for centralized management and monitoring.

10. Vulnerability assessment and Penetration Test

- 10.1. Periodically conduct Vulnerability Assessment/Penetration Testing (VA/PT) of applications, servers and network components.
- 10.2. The vulnerabilities detected are to be remedied promptly in terms of the SP's risk management/treatment framework so as to avoid exploitation of such vulnerabilities.
- 10.3. The VAPT report(s) and compliance to its findings shall be shared with the bank/Reserve Bank of India as and when requested.

11. Forensics

- 11.1. The SP shall have support/arrangement for network forensics/forensic investigation/DDOS mitigation services on stand-by.

12. Arrangement for continuous surveillance - Setting up of Cyber Security Operation Center (C-SOC)

- 12.1. Constant and continuous Constant and continuous monitoring of the environment using appropriate and cost effective technology tools, clearly defined policies and procedures based on best practices and monitored by technically competent and capable manpower is essential. SPs are mandated that a C-SOC (Cyber Security Operations Center) be setup at the earliest, if not yet set-up. It is also essential that this Centre, among other things, ensures seamless collection of the logs relevant to the IT ecosystem, storing, processing and correlation of the logs through appropriate Security Information and Event Management (SIEM) solution for continuous surveillance and keeps itself regularly updated on the latest nature of

emerging cyber threats.

13. Compliance with various standards

- 13.1. The SP shall comply with the relevant standards including ISO27001, PCI-DSS and PA-DSS, as applicable to the IT ecosystem.
- 13.2. The vendors should conform to the security practices and procedures laid down in the Information Technology Act 2000 as amended by the Information Technology (Amendment) Act 2008 (IT Act and IT Amendment Act) and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules 2011 (Privacy Rules).

14. IT Risk Management

- 14.1. The SP shall carry out Information security / cyber security risk assessment and apply risk treatment measures on regular intervals.
- 14.2. The SP shall put in appropriate cyber security measures in place and comply with the legal and regulatory guidelines and directives.
- 14.3. The SP shall be subjected to the annual IT audit / Technology risk assessment process by an independent professional agency as approved by the local government or regulator.

15. Measures for Cloud Computing

- 15.1. Bank should develop its private cloud and should not connect its private cloud having sensitive data with public cloud. However Bank may connect to community cloud and port some of the non-critical applications provided joining such community cloud is beneficial from synergy point of view within Banking and finance industry.
- 15.2. Administration of Cloud Computing environment and Application should not be with the same person to maintain segregation of duties.
- 15.3. Resource utilization should be monitored and additional resource provisioning should be done in a timely manner to avoid any performance and availability issues.
- 15.4. Network level segregation should be ensured among different server

instances belonging to different applications and access to them should be granted on “need to know” and “need to do” basis through an auditable process.

- 15.5. Control on movement of Data should be in place to restrict movement of certain data to a location in different jurisdiction to adhere to the regulatory guidelines, if any.