

**Request for Proposal for Engaging Service Providers for
Conducting “Voice of Barodians” Employee Engagement
Survey**

RFP No. HO:HRM:114/4568 dated 03.12.2022



**Bank of Baroda
Head Office,
R. S. No. 576, RC Dutt Road,
Alkapuri, Baroda 390007**

REQUEST FOR PROPOSAL FROM SERVICE PROVIDERS FOR CONDUCTING “VOICE OF BARODIANS” EMPLOYEE ENGAGEMENT SURVEY.

Table of Key Information on the RFP Response Submission

Sr. No.	Activity	Time Line
1.	RFP Issuance date	03rd December 2022
2	RFP Coordinator Name & Contact details	Mr. Manoj Kumar Bakshi Dy. General Manager (HRM) Strategic HR Dept. Bank of Baroda, Head Office, 6 th Floor, Baroda Bhavan, Alkapuri, Vadodara – 390007.
3	Last date for receipt of queries/ clarifications before the pre – bid meeting through email on: - (strategichrm.ho@bankofbaroda.co.in)	08th December 2022 <i>(Queries to be sent strictly as per Annexure 12)</i>
4	Pre – bid Meeting Mode: Via VC / In-Person VC details will be shared later	At: Bank of Baroda, Head Office, Sixth Floor, RC Dutt Road, Alkapuri, Baroda 390007 Interested bidders are advised to send email & contact details of SPOC (on the company’s letter head signed by the authorized signatory) to the following email id on or before 07TH December 2022 for receiving the link for joining the meeting: strategichrm.ho@bankofbaroda.co.in
5	Last Date and Time for submission of RFP Response (Closing Date)	23rd December 2022, 01:00 PM (IST) <i>(Submission as per Information & Formats Provided in Annexures 01 – 15)</i>
6	Eligibility cum Technical Bid Opening Date, Time & Venue	23rd December 2022, 03:00 PM (IST) 6 th Floor Conference Room Bank of Baroda, Head Office, 6 th Floor, Baroda Bhavan, Alkapuri, Vadodara – 390007. Link for participating through Video Conferencing (VC) / Other Audio-Visual Means (OAVM) will be shared with the Bidders who submitted Response to RFP by email and notification in Bank’s website – tenders’ section through addendum to RFP
7	Technical Bid	As per Annexure 09
8	Commercial Bid	As per Annexure 10

9	Date, time & venue for Technical Bid Presentation and Commercial Bid Opening	Dates, time & venue / mode for Technical Bid Presentation and Commercial Bid opening will be informed in due course through email to the bidders who qualify technical bid eligibility criteria by email and notification on Bank's website – tenders' section through addendum to RFP.
10	Non-Refundable Application Money Account Information: Account Holder Name: Bank of Baroda, Head Office Account Number: 02000400000062 IFSC Code: BARB0ALKAPU	INR 5,000/- (Indian Rupees Five Thousand Only) Details as per Section 1.12
11	Bid Security (Earnest Money Deposit or EMD) Account Information: Account Holder Name: Bank of Baroda, Head Office Account Number: 02000400000062 IFSC Code: BARB0ALKAPU	INR 2,00,000/- (Indian Rupees Two Lakhs Only) EMD to be submitted by Account Credit via NEFT/RTGS/Online Transaction/ Deposit in any of the BOB Branches/ etc. Details as per Section 1.12
12	Mode of bid submission	Online – Signed (Digital or Otherwise) Soft Copies of Bid Documents via Email & Pen Drive

Note: The above timelines are indicative.

The Bank reserves the right to modify the above stipulated timelines without assigning any reasons whatsoever.

Important definitions/ clarifications:

- “Bank” or “BOB” means Bank of Baroda (International operations excluded).
- “Scheduled Commercial Bank” or “Commercial Bank” means a bank which is listed in the Second Schedule of the Reserve Bank of India Act, 1934.
- “VOB” means Voice of Barodians.
- "Recipient", "Respondent", “Service Provider” and "Bidder" means respondent to this RFP document.
- Party to the bid can be "Company", "Limited Liability Partnership", "Firm", "Proprietor firm", "Partnership firm” registered in India.
- "RFP" means this Request for Proposal document.
- “Successful Bidder”, "Selected Bidder", “Selected Service Provider” means the Bidder/Service provider who is declared successful after completion of the entire process of evaluation as defined under this RFP.
- “Employee” means employee who is in the active services of Bank.
- “Personnel/ Resources” means professionals and support staff provided by the Bidder

- “Contractual Agreement”, “Contract” or “Agreement” means the Contract signed by the Parties and all the attached documents and the appendices, consequent to the completion of the proceedings as per the RFP
- “Assignment” means the work to be performed by the selected Bidder pursuant to the Contract
- “SLA” means Service Level Agreement
- “NDA” means Non-Disclosure Agreement

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.

Confidentiality

This RFP document is meant for the specific use by the Bank and 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 shall be held responsible for any misuse of information contained in this RFP document in the event that such a circumstance is brought to the notice of the Bank. By downloading/purchasing the document, the interested party is subject to confidentiality clauses.

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1 BACKGROUND & RFP TERMS

1.1 Bank's Profile

Bank of Baroda, referred to in this document as the "Bank", is 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. The expression 'Bank' unless repugnant to the context or meaning thereof will mean and include its successors and assignees. Bank intends to issue the bid document herein after called "RFP" to eligible service providers to participate in the competitive bidding for conducting "Voice of Barodians" VOB Employee Engagement Survey

Bank of Baroda is one of the largest Public Sector Banks with pan-India presence and international operations in various countries across the globe. Known as 'India's International Bank', Bank of Baroda has a reputation of being at the forefront in the usage of technology. While Bank has a vast network of Branches, Bank's operations are fully automated and the customers of the Bank avail services through various alternate channels of delivery. Bank offers a range of banking products and financial services to corporate and retail customers through its branches, specialized subsidiaries and affiliates.

1.2 Purpose

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda ("the Bank") for engagement of service providers for conducting "Voice of Barodians" Employee Engagement Survey.

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of the subsequent RFP process post this RFP and appropriate documentation being agreed between the Bank and the Respondent as selected eventually by the Bank.

The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient"). This RFP document has been prepared for the purpose of enabling the Bank to define the requirements for engagement of service providers for conducting "Voice of Barodians" Employee Engagement Survey.

The RFP document contains statements derived from information that is believed to be true and reliable as on the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its Directors, Officers, Employees, Agents, Representative, Respondents, or Advisors give any representation or warranty (whether oral or written), expressed or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.

1.3 Confidentiality

The RFP document is confidential and is not to be disclosed, reproduced, transmitted or made available by the Recipient to any other person. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient that this RFP or any such revised or amended document will be subject to the same confidentiality undertaking.

The Recipient will not disclose or discuss the contents of the RFP document with any Officer, Employee, Consultant, Director, Agent or other person associated or affiliated in any way with the Bank or any of its customers or suppliers without the prior written consent of the Bank.

1.4 Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its Directors, Officers, Employees, Respondents, Representatives, Agents, and Advisors 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, expressed 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, respondents, representatives, agents, or advisors.

1.5 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, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.

1.6 No Legal Relationship

This RFP is not an offer by the Bank, but an invitation for Recipient’s response. No contractual obligation on behalf of the Bank whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of the Bank and the Recipient / Respondent.

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

1.7 Recipient Obligation to Inform Itself

Recipients must apply their own care and conduct & their own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

1.8 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 the bidding organizations, not limited to those criteria/process detailed in selection process set out in this RFP document.

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

1.9 Errors and Omissions

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than last date of receiving clarifications, on the email or at the address mentioned above. Refer point number 3 of Page 2 under Table of key information.

1.10 Standards

All standards to be followed in accordance with specifications detailed in RFP document.

1.11 Acceptance of Terms

A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document, in totality without any condition whatsoever.

1.12 Application Money and Earnest Money Deposit

- i. The Bidder will have to submit the Application Money (Non-refundable) of Rs. 5,000/- (Indian Rupees Five thousand only) through electronic mode at the time of submission of the technical bid, along with RFP response. The proof of the same is to be submitted while opening of eligibility bid, failing which the bid of the concerned bidder may be rejected. The Application money is to be submitted through electronic mode to the below mentioned account. The details of the account are as under: -

Account Number: 02000400000062

Account Holder Name: Bank of Baroda, Head Office

IFSC Code: BARB0ALKAPU – '0' denotes 'Zero'

The Bank reserves the right to accept or reject any Bid in part or in full and to cancel the Bidding process and reject all the Bids at any time prior to contract award, without thereby incurring any liability to the affected. Any decision of the Bank in this regard shall be final, conclusive and binding upon the bidders.

During the evaluation process at any stage if it is found that the bidder does not meet the eligibility criteria or has submitted false/incorrect information the bid will be rejected summarily by the Bank.

- ii. Bidders are required to submit an Earnest Money Deposit of an amount of Rs. 2,00,000/- (Rupees Two Lakhs only) through electronic mode via Bank Guarantee (as per the format prescribed in RFP - Annexure 05) at the time of submission of the technical bid, along with RFP response. The proof of the same is to be submitted along with the bid submission, failing which the bid of the concerned bidder may be rejected. The Earnest Money Deposit is required to protect the Bank against the risk of the selected bidder's possible misconduct.
- iii. Bid Security (Earnest Money Deposit) shall be paid through electronic mode or a Bank Guarantee of an equal amount issued by a Commercial Bank (other than Bank of Baroda) located in India. This Bid security is valid for 90 days from the Bid closure date and to be submitted through electronic mode to the below mentioned account. The details of the account are as under:

Account Number: 02000400000062
Account Holder Name: Bank of Baroda, Head Office
IFSC Code: BARB0ALKAPU - '0' denotes 'Zero'

- iv. Non submission of Earnest Money Deposit either electronically or via Bank Guarantee (as per the format prescribed in RFP - Annexure 05) will lead to outright rejection of the bid. The EMD will be returned by the Bank within two weeks from closure of the selection process to the unsuccessful Bidders who have not been selected. The Respondent shall submit the Bank Account Details to refund the EMD, while submitting its response to RFP.
- v. The EMD shall be denominated in the Indian Rupees only.
- vi. No interest shall be paid on the EMD.
- vii. The EMD submitted by the Selected Organization shall be retained with the Bank as "Security Deposit" payable by the Selected Organization or Successful Bid Winner. The same shall be returned after completion of the "Service Term" on successful completion of the assignment. Security Deposit payable by the Selected Organization or Successful Bid Winner - The EMD submitted by the Selected Organization shall be retained with the Bank towards security deposit for the entire period of the contract.
- viii. The EMD of the Respondents may be forfeited by the Bank, at its discretion, if the Respondent withdraws its bid during the bid validity period.
- ix. **Forfeiture of EMD/Security Deposit in the event of Withdrawal by the Selected Service Provider:** In case the Selected Service Provider withdraws from the contract/ discharging duties post selection by the Bank and acceptance to the offer but prior to

agreement signing, the EMD/Security Deposit amount shall not be refunded to the Selected Service Provider.

1.13 Registration of RFP Response

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

All submissions, including any supporting documents, will become the property of the Bank. The Recipient shall be deemed to have licensed, and granted all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, notwithstanding any copyright or other intellectual property right that may subsist in the submission or accompanying documents.

1.14 RFP Validity Period

RFP Responses must remain valid and open for evaluation according to their terms for a period of at least 180 days from the last date of submission of RFP responses.

1.15 Appointment Period

Post the evaluation process, the Selected Service Provider would be initially appointed by the Bank for a period of 36 months which may be extended further up to 36 months at the sole discretion of the Bank, and as deemed necessary, subject to satisfactory performance.

1.16 Communication on the RFP

Recipients are required to address all communication/ clarifications/ queries if any relating to the RFP in writing via email on or before the last date of receiving request for clarification as per details provided in the RFP (Annexure 12). The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Respondents in the manner specified. Any changes to the RFP will be communicated as an Addendum to the RFP and will be published on the Bank's website under the Tenders section. However, the Bank will not respond to any communication initiated by the Recipient(s) beyond the dates provided in **"Key Information on the RFP Submission"**.

The Bank may in its absolute discretion seek any additional information/ clarification from any Recipient on the RFP Response as part of the evaluation process and all such information and material provided must be taken to form part of that Recipient(s) Response to the RFP.

Respondents should invariably provide details of their email address as any clarifications required by the Bank against the response to the RFP will only be communicated to the Recipient(s) via email. If the Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, the Bank reserves the right to communicate such response to all Recipient(s). The Bank may in its absolute discretion engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the

RFP closes to clarify any response.

1.17 Notification

The Bank shall notify Respondents in writing (as soon as practicable) if the Respondent's submission has been rejected. The Bank is not obliged to provide any reasons for any such rejection. The final outcome of the RFP shall be communicated after opening and necessary processing of Commercial Bids of the short-listed Respondents. All general announcements and notifications shall be made available on the website of the Bank. All concerned are advised to visit the website of the Bank from time to time to ensure to gather all necessary information pertaining to this RFP.

1.18 Disqualification

Any form of canvassing/lobbying/influence will result in disqualification at the sole discretion of the Bank.

1.19 Language of Bid

The RFP Response prepared by the Respondent as well as all correspondence and documents relating to the RFP exchanged by the Respondent with the Bank and supporting documents and printed literature shall be in the **English language only**.

1.20 Formats of Bids

The Respondents must refer to laid out criteria and use the formats prescribed by the Bank while submitting the RFP Response (Annexures 01 – 15). The Bank reserves the right to ascertain information from the organizations with which the Respondents have rendered their services for execution of similar projects.

1.21 Time Frame

The timeframe has been provided at the start of this document under Table of Key Information for the overall selection process. The Bank reserves the right to modify this timeframe at its absolute and sole discretion and without providing any notice/ intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process. The time schedule will be strictly followed. Interested parties are expected to adhere to these timelines. However, the Bank reserves the right to change the aforementioned timelines.

1.22 Late Submission or Rejection of Bid Submission

On-time submission of responses is strongly encouraged and recommended. Bid submissions after the lodgement deadline shall be documented by the Bank and may be considered and evaluated/ rejected at the absolute discretion of the Bank. However, the Bank has no obligation to accept or act on any reason for a late bid response. The Bank has no liability to any Respondent who lodges a late bid submission for any reason whatsoever.

Please note that in the following cases, the Bank in its absolute discretion may reject the bids received from the Bidder:

- Submission of Proposal after the Time stipulated in this RFP Document.
- Misleading / incomplete information / submission of improper and/or incomplete documentation.
- Bid submission without the Respondent's name
- Price information in any other place than 'Commercial Bid'
- Submissions are not in order as directed in this document

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

- Related parties as prescribed below should not submit more than one bid.
 - a) Bids submitted by the holding company and its subsidiary company;
 - b) Bids submitted by the companies having common director(s)
 - c) Bids submitted by partnership firms / LLPs having common partners
- Bids submitted by companies in the same group of promoters/management
- Only signed (digital or otherwise) soft copies of bid documents (via email & pen drive) shall be acceptable and any other forms of communications will not be accepted by the Bank.
- Only one submission of the RFP response by each Respondent will be permitted. In case there are multiple submissions by the same Service Provider the first submission will be treated as final by the Bank for the purpose of evaluation of responses. All responses would be deemed to be irrevocable offers/proposals from the Respondent and may, if accepted by the Bank, form part of the final contract between the Bank and the selected Respondent.
- Documents should be either digitally signed or scanned copies of original signed documents, which should be submitted via email & pen drive in a password protected form. Unsigned / unprotected responses would be treated as incomplete and are liable to be rejected at the sole discretion of the Bank

The Bank shall be under no obligation to accept the lowest or any other offer received in response to the RFP and shall be entitled to reject any or all of the offers. Bank has full rights to reissue the tender / bid for any reasons felt necessary by the Bank. The Bank's decision in this regard shall be final, conclusive and binding upon the Bidder.

1.23 Page Numbering

All the relevant pages of the response are to be numbered, stamped and signed by an authorized signatory on behalf of the Respondent. The number should be unique serial number across the document.

1.24 Pre-Bid Queries

The Bidder should carefully examine, understand the scope, terms and conditions of the RFP and may seek clarifications, if required. The Bidders in all such cases, seek clarification in writing as per Annexure 12, in advance, in the same serial order of the RFP by mentioning the relevant Page

number and clause number of the RFP. All communication regarding points requiring clarifications on doubts, if any, shall be given in writing by e-mail to the RFP Co-ordinator by the intending Bidders before the timelines specified.

A Pre-Bid meeting shall be arranged (either in-person or Video Conferencing) as per the details mentioned under “Key Information on RFP Response Submission”.

1.25 RFP Response Submission Details

i. The Proposal shall be in two parts viz. Technical Bid and Commercial Bid. Both the Technical and Commercial Bid shall be submitted as separate password protected e-documents named as: -

- **“TECHNICAL PROPOSAL - Engagement of Service Providers for carrying out Voice of Barodians Employee Engagement Survey TENDER REFERENCE RFP No. HO:HRM:114/4568 dated 03.12.2022”**

AND

- **“COMMERCIAL PROPOSAL - Engagement of Service Providers for carrying out Voice of Barodians Employee Engagement Survey TENDER REFERENCE RFP No. HO:HRM:114/4568 dated 03.12.2022”, respectively.**

ii. The two separate password protected e-documents (for example ZIP folders) should be sent via a single e-mail with subject “Proposal for Engagement of Service Providers for carrying out “Voice of Barodians” Employee Engagement Survey TENDER REFERENCE RFP No. HO:HRM:114/4568 dated 03.12.2022”

iii. The Proposal should also have the required transaction details / UTR number of the Application Money and the EMD payments, as specified.

iv. The two separate password protected e-documents (Technical & Commercial Bids) as well transaction details / UTR number of the Application Money and the EMD payments, as specified should also be submitted via Pen Drive to the office of the RFP Coordinator by RFP Response Closing Date.

v. The e-mail and every document submitted by the Bidder should have the following information:

- Name of the Bidder
- Type of offer: Technical Bid/ Commercial Bid
- Date of Submission
- Contact name, number (mobile) and email address of the single point of contact of the Bidder’s representative for this RFP

- vi. The RFP response document should be submitted to the Bank in Original at any time, when and if required by the Bank.

- vii. Eligibility Criteria - Section 3: Bidders must read the eligibility criteria provided in Section 3 carefully before applying. The Proposal of only those Bidders who satisfy all the specified conditions will be considered for further evaluation process. To be eligible for evaluation of its Proposal, the Bidder shall have to fulfil all the Eligibility Criteria given in Section 3.

2 SCOPE OF THE PROJECT

2.1 Background

The Bank has embarked upon a journey of comprehensive business transformation, seeking to deliver a differentiated world-class customer experience, enabled by an energized and engaged team. In this context, the Bank has been working continuously towards the definement and institutionalization of globally competitive HR practices with the aim of becoming a Bank of international standards and a preferred employer of choice. The employee engagement surveys initiated from 2016, has served to lay the foundation stone for formulation of people transformation agenda for the Bank.

The Bank intends to continue this journey by seeking ongoing feedback from its employees on their varied expectations from the Bank, while assessing their current engagement level at the same time. As such, the Bank intends to appoint a competent service provider for carrying out the “Voice of Barodians” Employee Engagement Survey each year, capturing the voice of the employees in across various topics / areas in order to assist the Bank in identifying areas of improvement.

The service provider should be willing to partner with the Bank for a minimum -03- year period, designing and implementing the employee engagement survey, providing post-survey support in order to help the Bank create a robust and implementable action plan for improvement. The service provider is expected to possess the required expertise in advising and working with Bank of Baroda for achievement of aforementioned objectives.

2.2 Project Scope

The service provider is expected to carry out a comprehensive ONLINE employee engagement survey on behalf of the Bank, covering all employees deployed at branches/ administrative offices/ other operating units across India every year. The service provider is also expected to keep the Bank’s Vision & Objective with respect to the employee engagement survey in mind while identifying & collaborating with drivers of engagement & enablement in drawing up the Project Plan & Areas of Responsibility. To elaborate:

- i. The “Voice of Barodians” Employee Engagement Survey would be carried out on an annual basis.
- ii. The service provider would initially design customized survey questionnaire (Hindi & English Language) for all -03- employee categories i.e. Officers, Business Associates (Clerical Staff) and Sahayaks (Subordinate Staff) covering the dimensions of engagement like:

Employee engagement with:

- Organization
- Job Role
- Working Condition
- Employee Grievance Management
- Industrial Relations
- Compensation & Perks
- Training & Development

- Performance Appraisal
 - Career Progression
 - Rewards & Recognition
 - Recent initiatives of the Bank
 - Any additional area of concern / impact
- iii. The designed surveys shall be submitted for validation by the HR Team of the Bank, while finalizing the HRIS to be used for survey purpose following detailed discussion with the Bank.
- iv. The service provider would thereafter develop & share consistent communication plan with the Bank by providing samples & guidelines i.e. Toolkit Design. These will mainly focus on the survey launch, administration & post communication survey. The service provider shall also provide access to online tool to identified personnel following discussion with the Bank.
- v. Following the outcome of the pilot survey conducted, the service provider shall finalize the questionnaire for deployment in consultation with the Bank. The survey shall be hosted on the Bank's Server/ HR Connect in Hindi & English Language for Officers & Business Associates (Clerical Staff) (individual login but identity to be shielded).
- vi. The hard copy of the Survey for Sahayaks (Subordinate Staff), vernacular in design, shall be dispatched to respective Corporate / Zonal Offices for onward submission & collection from Regional Offices. The service provider shall incorporate the responses received via hard copy during result analysis & findings presentation.
- vii. The survey would be opened initially for a period of -03- weeks, extendable by a period of -02- to -05- weeks if strictly required. Continuous follow up shall be done by the service provider, with access to real-time response rate, in order to ensure minimum participation from each branch / office / unit, achieving a minimum response rate of 75%.
- viii. The service provider shall analyze & submit survey results across all key areas of engagement & enablement with findings categorized across demographic cuts (cadre wise, age wise, gender wise etc.) to be benchmarked with available data of:
- Previous VOB Results
 - All Industries – India / Asia / Global
 - BFSI
 - All Banks – India / Asia / Global
 - Best Employer – India / Asia / Global
- ix. The service provider shall also generate and submit Employee Engagement Scores for each Branch / Unit with the entire data set i.e. raw anonymized data as well as processed data to be

shared with the Bank (downloadable area of engagement / area of enablement / demographic wise in excel / pdf / word / ppt format).

- x. The service provider shall conduct one session each with Top Management and Board of Directors of the Bank to present findings of draft report, highlighting discovered gaps and recommending changes.
- xi. Following the conclusion of Focus Group Discussions led by the service provider, Action Planning Workshop for Senior Leadership Team & all Zones shall be held in order to obtain the necessary input for refinement of employee engagement driving roadmap of the Bank.

The overall timeframe for conducting & completing Employee Engagement Survey is 18-20 weeks per annual survey. The detailed timelines are as given below:

Period*	Phase of Employee Engagement Survey
Weeks 1-2	Survey questionnaire design, validation and setup
Weeks 3-4	Completion of administration of survey
Weeks 5-6	Submission of initial survey findings with scores & data to be followed by presentation to Top Management
Weeks 7-11	Completion of Focus Group Discussions & Action Planning Workshop with Senior Leadership Team and Zones.
Week 12	Submission & Presentation of Final Report to the Bank

* Modification in timeline would be through mutual agreement only.

A single Project Manager shall be proposed by the Service Provider for the overall assignment, with additional Team Members to be identified as Process Owners, the details of whom are to be shared with the Bank as per Annexure 08. No change will be permitted with respect to the Project Manager as well as the Process Owners (team members), without explicit written approval of the Bank.

The Bank may request coverage of additional areas of engagement / enablement / concern during the course of the survey after discussing the requirement of additional resources as well as associated commercials with the Service Provider. Nonetheless, the Bank shall reserve its right to pause the work at any point of time and use the services for partial delivery of select modules of the assignment.

The selected service provider may be utilized by the Bank for carrying out the employee engagement survey on the same terms for a period of -03- consecutive years. Financial quotes will be submitted on per survey basis and the award of this contract will be on the basis of the quote which will be applicable annually. The same rate shall remain valid for initial engagement period of -03- years. The Bank shall have the liberty of getting the survey carried out in the following -03- consecutive years from the said Service Provider at the committed rate.

The Bank will have discretion to decide upon continuation of the selected service provider for conducting the engagement survey for the subsequent year, based upon satisfactory review of its performance in the survey concluded in the preceding year. On expiry of the initial period of -03- years, the Bank shall retain its right to renew the contract with the chosen service provider for a further period of -03- years, on mutually acceptable terms and conditions.

All documents, report and drafts in any form submitted by the service provider shall be subject to review and acceptance by the Bank.

3 SELECTION PROCESS

3.1 Eligibility Criteria

The service providers who wish to apply for this RFP should comply with the following conditions: -

Basic Requirement	Eligibility Criteria	Documents to be submitted (copy to be attested and signed by the Authorized Signatory)
License	The Respondent must be a firm/ company / organization registered under Act / Law / Regulatory Body of Indian Government (Consortium of companies not permitted)	Copy of Certificate of Incorporation / Registration Certificate showing type of firm to be submitted.
Legal Angle	<p>The Respondent does not have any pecuniary liability nor any judicial proceedings or any restraint, restricting it in fulfilling the services.</p> <p>The Respondent should not have been black listed / debarred by any Government / Regulatory Bodies/ any Government Agency / Department in India / PSBs / PSUs / Autonomous Body / Global Entity.</p> <p>The Respondent should not be owned or controlled by any Director or Employee (or Relatives) of Bank of Baroda, both present and those who have retired in the last one year.</p>	The Respondent must submit self-declaration signed by the Authorized Signatory on the Respondent's letter head (Annexure 03).
Experience	<p>The Respondent must have provided Consulting / Advisory services to Banks operating out of India in HR matters during the last -05- years.</p> <p>The Respondent should have been engaged in facilitating comprehensive end-to-end employee survey for at least -02- large (based on Balance Sheet size) Scheduled Commercial Banks / Financial Institutions in India during the last -05- financial years, similar to the specified scope as per the RFP</p>	<p>Copies of Work Orders/ Agreements on the Respondent's letter head along with filled out copy of Annexure 07.</p> <p>Copies of Work Orders/ Agreements on the Respondent's letter head clearly stipulating the dates & frequency of employee engagement surveys carried out on behalf of Scheduled Commercial Banks / Financial Institutions in India along with filled out copy of Annexure 07.</p>

Financial Stability	<p>The Respondent should have a positive tangible net worth in the last -02- financial years.</p> <p>Net worth is to be calculated as follows:</p> <p>Capital Funds (Paid up equity capital + Paid up preference shares + Free reserves) - (Accumulated balance of loss + Balance of deferred revenue Expenditure assets).</p>	Audited Financial Statements of last -02- preceding Financial Years.
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The bids of only those Respondents that fulfil **ALL** the eligibility criteria as mentioned above shall be processed further as per this RFP process. The Respondent must ensure the submission of their responses along with documentary evidence and self-declaration, as required for the above eligibility criteria. Proposals of those respondents, who do not fulfil any of the eligibility criteria as stated above, will be summarily rejected. Respondents fulfilling the eligibility criteria as laid out above will proceed to the next stage of the RFP Evaluation. The Bank’s discretion on ‘Eligibility Criteria’ is final. However, Bank reserves the rights to relax or modify the eligibility criteria before last date of submission of Bids as stipulated in the Table of Key Information on the RFP Response Submission.

3.2 Bid Structure

The tendering process will be divided into 2 sections as mentioned below:

- I. Technical Bid
- II. Commercial Bid

3.3 Submission of Bids

The bidders are required to submit signed (Digital or Otherwise) soft copies of bid documents (Technical & Commercial) via email & pen drive on or before the prescribed last date. The pen drive should be placed in a sealed envelope addressed to the Office of RFP Coordinator (address given in the Table of Key Information). The Respondent should submit the Bids as prescribed in Section 1.25.

Eligible respondents will be invited by the Bank for a presentation on their Technical Bid. **The Bank will assign marks for the technical evaluation based on the Technical Bids submitted and the Presentation made to the Bank’s Technical Evaluation Committee.**

Please Note: Bank is willing to invite response to this tender through E-mail which include sending us the response - technical as well as commercial bids with documents which are:

- a) Password-Protected
- b) Digitally Signed.

The passwords shall be shared with the Bank’s Technical Evaluation Committee on the time and dates mentioned in the Table of Key Information given at the beginning of this document. The Email Id shall be: **strategichrm.ho@bankofbaroda.co.in**

Conditional Offers with deviations from the conditions and other requirements stipulated in RFP will not be considered and will be rejected as non-responsive.

Please note that the email supports documents only up to the file size of 14MB per email. Any files larger than 14MB may be shared on Microsoft Outlook Cloud.

3.4 Opening of Technical Bids

Technical Bids received within the prescribed date and time will be opened in the presence of the authorized representatives of the firms bidding who choose to attend the opening of the bids on the date and time specified in this RFP document (either in-person or by Video Conferencing). The Authorized representative of the firm having photo identification, willing to be present for the Bid Opening, shall submit an authority letter duly signed by the Firm, authorizing him to represent and attend the bid opening on behalf of the firm. A register of attendance has to be signed by the representative/s in the prescribed format which shall be provided by the Bank.

3.5 Preliminary Scrutiny

The Bank will scrutinize the offers received to determine whether they are complete and as per RFP requirement i.e. whether technical documentation asked for have been provided, whether the documents have been properly signed and whether services & deliverables offered are as per the RFP requirements. The Bank will inform the date, time and venue of technical presentation to the firms. The proposals received by the Bank will be technically evaluated to arrive at the technical scoring as per the scoring methodology specified as per the **TECHNICAL PROPOSAL EVALUATION CRITERIA (Annexure 09)**. The Bids which are securing the technical score of 60 or more marks out of a total of 100 marks shall be considered as technically qualified and only those technically qualified bids will be further processed to find **“Highest Scoring Firms”** as per evaluation methodology under **TECHNO - COMMERCIAL EVALUATION CRITERIA**. The Bank however retains the right to lower the cut off score, if adequate number of bids does not qualify with the minimum score specified above.

Any technical bid submitted cannot be withdrawn / modified after the last date of submission of the bids. Each offer should specify solution which is cost effective and meet the RFP specifications. It may include alternatives / add-ons that provides rich solution, adding value to the Bank and its staff. To assist in the scrutiny, evaluation and comparison of offers, Bank may at its discretion ask some or all bidders for clarification on their offer. The request for clarification and the response, shall be in writing and no change in the price or substance of the bid shall be sort, offered or permitted. Eligible Respondents will be invited by the Bank for a presentation on their Technical Bid. The Bank will assign marks for the technical evaluation based on the Technical Bid submitted and the presentation made to the Bank’s technical evaluation committee.

Kindly Note: RESPONDENTS SCORING A MINIMUM OF 60 MARKS IN THE TECHNICAL BID SHALL ONLY BE CONSIDERED FOR COMMERCIAL BID OPENING. Commercial Bids of Firms securing less than 60 marks shall be returned unopened, along with the EMD.

3.6 Technical Bid Evaluation

The Respondent to RFP shall submit the Technical Bid with the required details which shall be evaluated on the following criteria: -

S.No.	Particulars	Weightage / Marks												
1	Experience (Number of years providing Consulting / Advisory services to Banks operating out of India in HR matters during last -05- years)	<p>15</p> <p>Distribution of marks:</p> <table border="1"> <thead> <tr> <th>No of years</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>03</td> </tr> <tr> <td>2</td> <td>06</td> </tr> <tr> <td>3</td> <td>09</td> </tr> <tr> <td>4</td> <td>12</td> </tr> <tr> <td>5</td> <td>15</td> </tr> </tbody> </table>	No of years	Marks	1	03	2	06	3	09	4	12	5	15
No of years	Marks													
1	03													
2	06													
3	09													
4	12													
5	15													
2.	Number of Employee Engagement Survey Projects Carried Out (Last 5 Financial Years)	<p>15</p> <p>Distribution of marks:</p> <table border="1"> <thead> <tr> <th>No of Projects</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>3</td> <td>03</td> </tr> <tr> <td>5</td> <td>05</td> </tr> <tr> <td>7</td> <td>10</td> </tr> <tr> <td>10+</td> <td>15</td> </tr> </tbody> </table>	No of Projects	Marks	3	03	5	05	7	10	10+	15		
No of Projects	Marks													
3	03													
5	05													
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3.	Number of Employee Engagement Survey Projects Carried Out for Large Scheduled Commercial Banks / Financial Institutions (Last 5 Financial Years)	<p>20</p> <p>Distribution of marks:</p> <table border="1"> <thead> <tr> <th>No of Projects</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>2</td> <td>05</td> </tr> <tr> <td>4</td> <td>10</td> </tr> <tr> <td>6</td> <td>15</td> </tr> <tr> <td>8+</td> <td>20</td> </tr> </tbody> </table>	No of Projects	Marks	2	05	4	10	6	15	8+	20		
No of Projects	Marks													
2	05													
4	10													
6	15													
8+	20													
4.	Understanding of Scope of Assignment as Demonstrated in Response to RFP	15												
5.	Understanding of the Indian Banking & Financial Services Environment	15												
6.	Technical Approach & Proposed Methodology for Employee Engagement Survey	20												
TOTAL		100												

Respondents scoring a minimum of **60 marks** in the technical bid only shall be considered for Commercial Bid opening. The Technical Bid evaluation will carry a weightage of 80% in Techno-Commercial evaluation.

3.7 Commercial Bid Submission

The commercial bid should be submitted on the service provider's letter head and should bear the service provider's seal, name, designation and signature of the Authorized Signatory of the Service Provider (Annexure 10).

The price indicated in the commercial bid shall be deemed as final, reflecting the total cost of services per year. The figures should be stated in INR only.

3.8 Selection of the Bidder

Only those bidders who qualify during technical evaluation will be eligible for participating in the Commercial Bid. Commercial Bids of Firms securing less than 60 marks in the technical evaluation shall be returned unopened, along with the EMD. The final selection will be based upon the score obtained by the bidders in the **Techno-Commercial Evaluation**.

3.9 Techno-Commercial Bidding Process

The financial bids/ quotes submitted by the bidders who qualify as per the technical criteria as mentioned above will be opened and the L1 quote will be declared. All proposals will be assessed based on a Techno-Commercial evaluation process. The Technical evaluation will have 80% weightage and Commercial evaluation shall have 20% weightage. These weightages shall be taken into consideration for arriving at the successful bidder for this RFP. The evaluation methodologies vis-a-vis the weightages are as under:

The score will be calculated for all technically qualifying bidders using the following formula:

$$S = (T \times 0.8) + (C_{Low}/C \times 20)$$

Where:

- S = Overall Score of the Service Provider
- T = Technical Score of the Service Provider
- C = Quote of Cost as provided by the Service Provider
- C_{Low} = Lowest Quote of Cost among the Service Providers

The Service Provider securing the highest score becomes the Successful Bidder.

For example – There are three Bidders / Service Providers - A, B and C.

The Combined Score will be arrived at by adding Technical Score and Commercial Score as per the formula given above. The Successful Bidder will be the one who has highest Combined Score.

Sr. No.	Bidder	Technical Evaluation marks (T)	Commercial Bid (C) (in ,00,000)	T-Score	C-Score	Combined Score (Out of 100) T+ C (*)
1	A	88	125	88*0.8 = 70.40	120/125*20 =19.20	89.60
2	B	85	150	85*0.8 = 68.00	120/150*20 =16.00	84.00
3	C	90	120	90*0.8 = 72.00	120/120*20 =20.00	92.00

In the above example Bidder C with highest combined score becomes the Successful Bidder.

*If combined score is tied, the Bidder with the higher Technical score will be awarded the assignment.

4 OTHER KEY INFORMATIONS

4.1 Force Majeure

The selected 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 selected Service Provider and not involving the selected Service Provider’s fault or negligence and farsightedness. Events falling under the category of Acts of God, public enemy, acts of Government of India in its sovereign capacity, strikes, political disruptions, bandhs, riots, civil commotions and acts of war shall be considered as such.

If a Force Majeure situation arises, the selected Bidder 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 selected Service Provider shall continue to perform the 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 more than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the selected Service Provider shall hold consultations in an endeavor to find a solution to the problem. However, it may be noted that no fee or any other remuneration or compensation will be paid by the Bank when there is no delivery of service.

4.2 Clarification of Offers

During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarification from any of the bidders/ all of the bidders on the offer made by them. The bidder has to respond to the bank and submit the relevant proof / supporting documents required against clarifications, if applicable. The request for such clarifications and the bidder’s response will necessarily be in writing and it should be submitted within the time frame stipulated by the Bank.

The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the bid. This waiver shall be binding on all the bidders and the Bank reserves the right for such waivers.

Bank reserves its rights: -

- To amend / vary or modify the terms and conditions of this RFP.
- To halt / cancel the RFP process without prior intimation.
- Reject / cancel the quotation without assigning any reason.
- Negotiate with the selected bidder/s on the commercial quote.

4.3 Other Provisions

The Bank expects the Service Provider to adhere to the terms of this RFP and would not accept any deviations to the same. Unless expressly overridden by the specific agreement to be entered into between the Bank and the Service Provider, the RFP shall be the governing document for arrangement between the Bank and the Service Provider.

The Bank expects that the Service Provider appointed under the RFP to have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank. The Bank reserves the right to ascertain information from the service provider with which the Respondents have rendered their services for execution of similar projects.

The selected bidder shall be expected to deploy appropriate number of competent resources for seamless rendering of specified services to employees of the Bank. The Bank reserves the right to insist that the bidder replace any professional with another (with the qualifications and expertise as required by the Bank) during the course of assignment. The Bidder will have to undertake that no such substitution would hamper the flow of service.

4.4 Rules for Responding to this RFP

All RFP responses would be deemed to be irrevocable offers/proposals from the service provider and may be accepted by the Bank to form part of final contract between the Bank and the selected service provider. Unsigned responses would be treated as incomplete and are liable to be rejected. The response will have to be submitted as per information & formats provided via Annexures 01 – 15.

The responses once submitted cannot be withdrawn/ modified after the last date for submission of the responses unless specifically permitted by the Bank. In case, due to unavoidable circumstances, the Bank does not award the contract within 180 days from the last date of the submission of the responses, and there is a possibility to award the same within a short duration, the service provider would have the choice to withdraw the response. The service provider may modify or withdraw its offer after submission, provided that, the Bank receives a written notice of the modification or withdrawal prescribed for submission of offers prior to the closing date and time. No offer can be modified or withdrawn by the service provider subsequent to the closing date and time for submission of the offers.

It is mandatory to submit duly filled in details in the formats provided along with this document. The Bank reserves the right not to allow/ permit changes in the technical requirements and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details. The Selected Service Provider at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in conforming to the terms and conditions and other schedules as mentioned in the RFP circulated by the Bank. The Service Provider shall be fully responsible for deviations to the terms & conditions etc. as proposed in the RFP.

All Respondents are expected to provide the commercial fee quotation in Indian Rupees for the professional services in the format given in Annexure 10. It may be noted that the Bank will not pay for any other amount and expenses like travel and accommodation etc. except the agreed professional fee and applicable GST within the maximum limit prescribed as cost. The Bank will pay the GST as per the rate applicable at the time of making payment. The TDS amount at

prevailing rate shall be deducted from the Selected service provider's / bidder's payments.

4.5 Other Terms and Conditions

Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. The Bank reserves the right to withdraw, cancel or postpone the RFP and subsequent process at any stage, without assigning any reason. Failure of the Bank to select a Service Provider shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all responses in part or in full, without assigning any reason whatsoever.

By submitting a response to the RFP/ proposal, the Service Provider agrees to promptly contract with the Bank for any work awarded to the it. Failure on the part of the awarded service provider to execute a valid contract with the Bank will relieve the Bank of any obligation to the Selected Service Provider, and a different service provider may be selected based on the selection process. The terms and conditions as specified in the RFP and addendums (if any) will be notified on the Bank's corporate website (www.bankofbaroda.in) and shall be considered as final and binding on all interested Service Providers / Bidders.

In the event that the Service Provider is not willing to accept the terms and conditions of the Bank, the Service Provider may be disqualified. Any additional or different terms and conditions proposed by the Service Provider would be rejected unless expressly accepted by the Bank in writing. The selected Service Provider 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 Service Provider's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this RFP), due to the Service Provider's inability to meet the established delivery dates or any other reasons attributing to the Service Provider, then that Service Provider 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.

The Service Provider represents that the RFP Response to be submitted shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Service Provider at no additional cost to the Bank. The Service Provider also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Service Provider of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Service Provider to fulfil all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.

All terms and conditions, time frame for expected service levels as per this RFP will remain unchanged unless explicitly communicated by the Bank in writing to the Service Provider. The Bank shall not be responsible for any judgments made by the Service Provider with respect to any aspect of the Service. The Service Provider shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels etc. as mentioned in this RFP.

The Bank and the Service Provider covenants and represents to the other Party the following:

- a) It is duly incorporated, valid, existing and in good standing as per the laws of the state in which such Party is incorporated.
- b) It has the corporate power and authority to enter into Agreements and perform its obligations thereunder. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.

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

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

The Service Provider shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the assignment, from time to time. The Bank would not assume any expenses incurred by the Service Provider in preparation of the response to this RFP and also would not return the proposal documents to the Service Provider. The Bank will not bear any costs incurred by the Service Provider for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith. To assist in the scrutiny, evaluation and comparison of offers, Bank may, at its discretion, ask some or all Bidders for clarification on their offer. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. MD & CEO of the Bank will be the final authority in case any interpretation of any clause of the RFP is required and his decision in this regard shall be final.

4.6 Other RFP Requirements

This RFP may undergo change by either additions or deletions or modifications before the actual

award of the contract by the Bank. The Bank also reserves the right to change any terms and conditions including eligibility criteria of the RFP and its subsequent addendums as it deems necessary at its sole discretion. The Bank will inform all Service Providers about changes, if any.

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

Service Providers shall have the opportunity to clarify doubts pertaining to the RFP in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted in the prescribed format to the RFP Co-ordinator mentioned in "**Key Information on the RFP Submission**", and should be received by the nominated point of contact in writing through email before the scheduled date as indicated in the schedule of timeframe. Responses to inquiries and any other corrections and amendments will be published on Bank's website in the form of addendum to the RFP or through electronic mail; the preference for distribution would be with the Bank. The Service Provider, who posed the question, will remain anonymous.

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

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.

Right to Alter Scope – The Bank reserves the right to alter the requirements specified during the RFP stage. The Bank also reserves the right to add/ modify/ delete one or more units from the list of items specified as part of the requirements for the purpose of the RFP.

If the Bank is not satisfied with the proposal specifications as given in the RFP and observes major deviations, the proposals of such Respondents will not be short-listed for further evaluation. No further discussions shall be entertained with such Respondents in respect of the proposal submission.

4.7 Contract Commitment

The Bank intends that the contract commitment, which is contemplated herein with the successful Bidders, shall be for initial period of -03- Years as defined by the Bank as per the specifications contained in this RFP.

4.8 Payment Terms

Payment as quoted in the bid process and accepted by Bank shall be made only upon the completion of the work / assignment to the satisfaction of the Bank. If any of the deliverables as mentioned in the RFP are not submitted by the service provider during the course of the assignment, the Bank shall not be liable to pay the professional fees quoted by the Bidder.

4.9 Partnering with Other Agencies

The Bank expects a single Bidder having in-house capabilities to deliver the scope as per the Terms of Reference. However, the respondents are permitted to associate with individuals/ organizations for delivery of select services and for providing specific propositions to the Bank as deemed necessary to address the scope of work as specified in the Terms of Reference.

In case the Bidder or the associate firm is found to not possess the requisite capabilities, they will be summarily disqualified from the process for this assignment.

4.10 Dispute Resolution

The Bank and the Selected Service Provider shall make every effort to resolve amicably, by direct informal negotiation between the Bank and the Respondent, any disagreement or dispute arising between them under or in connection with the contract.

If the Bank's project manager/ co-ordinator and the Selected Service provider's project manager are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the emerging authorized personnel designated by the Selected Service Provider and the Bank respectively.

If after thirty days from the commencement of such negotiations between the authorized personnel designated by the Selected Service Provider and the Bank, the Bank and the selected Service Provider have been unable to resolve contractual dispute amicably, either party may opt for referral of the dispute to formal arbitration for resolution.

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 who shall act as the chairman of the proceedings. Arbitration will be carried out at the Bank's office that placed the order. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings.

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

4.11 Governing Laws

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

4.12 Notices and other Communication

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

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

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

4.13 Assignment

The selected Bidder agrees that the firm shall not be entitled to assign any or all of its rights and or obligations under this RFP and subsequent agreement to any entity including the 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 RFP along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the rights of the selected bidder under this RFP.

4.14 Waiver

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

4.15 Confidentiality

All Bank's product and process details, documents, data, applications, software, systems, papers, statements, business/customer information and all Bank's employee details, data, documents and papers, which may be shared to or come to the knowledge of the Service Provider or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the Service Provider irrevocably agrees, undertakes and ensures that the 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 the prior written permission of the Bank nor shall use or allow to be used any information other than as may be necessary for the due performance by the Service Provider of its obligations hereunder.

The Service Provider shall not make or retain any copies or record of any Confidential Information submitted by the Bank other than as may be required for the performance of the Service Provider obligation under this agreement. The Service Provider shall notify the Bank promptly of any unauthorized or improper use or disclosure of the Confidential Information.

The 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 the 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.

The Service Provider shall to the extent practicable, immediately furnish a certificate signed by its director or other responsible representative on company letter head, 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 and also, comply with the secrecy provision of the applicable laws. The bidder should follow professional ethics and conduct, in performing the duties.

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

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

The definition of confidential information will not be limited to the information mentioned above, but will 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 the Bank 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 the Bank;
- iv. Was acquired by the 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 the Bank.

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.

Notwithstanding above, the Bank shall take all the reasonable care to protect all the confidential information of Service Provider while performing of the services. The provisions of this Clause shall survive the termination of this agreement. The Bank has right to terminate the services of the bidder if it fails to comply with the conditions imposed.

4.16 Termination

Bank shall have option to terminate / cancel this RFP at any stage without any prior notice. The Bank shall terminate this assignment with the Service Provider in the following events:

- The Service Provider commits a breach of any of the terms and conditions of the bid/contract.
- Breaches any of its obligations set forth in this assignment or any subsequent agreement and such breach is not cured within thirty (30) working days after written notice given by the Bank.
- Failure by Service Provider to provide a reasonable plan to cure such breach, which is acceptable to the Bank, within thirty (30) working days.
- The progress made by the selected service provider regarding execution of the contract is found to be unsatisfactory by the Bank.
- The Bank reserves its right to cancel the order if discrepancies / violations are observed in the various reports provided to the Bank as per scope of work.
- In case the Bank cancels any particular order, the advance payments made by the Bank to the Bidder would necessarily have to be returned to the Bank with interest @ 15% per annum from the date of each such payment. These payments to be returned would refer to those deliverables that will have to be reversed or redone post the termination of agreement with the Service Provider.
- Bank may terminate this RFP or subsequent agreement on occurrence of following events:
 - a. The service provider unable to pay its debt as they fall due or otherwise, enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
 - b. A liquidator or a receiver is appointed over all or a substantial part of the

undertaking, assets or revenues of the vendor and such appointment continues for a period of twenty-one (21) days;

- c. 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.
 - d. The Service Provider becomes the subject of a court order for its winding up.
 - e. Notwithstanding above, in case of change of policy or any unavoidable circumstances Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving the Service Provider at least 30 days prior notice in writing.
- On termination, the rights granted to the Service Provider shall immediately terminate.

In the event of termination of the Contract due to any cause whatsoever, (whether consequent to the stipulated term of the Contract or otherwise), Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the service(s) which the selected Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Bidder to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of the contract.

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 three months "notice for the same. In such event, the selected bidder is bound to make good the additional expenditure, which 'the Bank' may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.

4.17 Publicity

Any publicity by the selected Bidder / 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.

4.18 Compliance with Laws

The selected 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, the Government Regulation / Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees / officers / staff / personnel / representatives / agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the selected Bidder.

4.19 Solicitation of Employees

The selected Bidder / Service Provider during the term of the contract shall not, without the expressed 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.

4.20 Order Cancellation

PART EXIT CLAUSE: Bank may at any time terminate or exit from the agreement for all / some specific services by giving written notice of one month to the Bidder / Service Provider. Bank may choose to utilize its own expertise / use any other service provider with better value proposition for customers or engage an agency identified by the Government / Regulatory / other statutory body to provide all / select services depending upon the nature of technical independence of the services / module on the proposed solution and thus fully / partly exit from the arrangement. In such cases, the amount due for the service / module for subsequent period would not be payable.

4.21 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:

- The Bank's authorized/ bona fide use of the Deliverables and / or the Services provided by the Selected Service Provider under this assignment; and/ or
- Negligence or willful misconduct of the Selected Service Provider and/or its employees, agents, in performance of the obligations under this assignment; and/ or
- Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Selected Service Provider, against the Bank; and/or
- Claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Selected Service Provider to its employees, its agents, Respondents and sub-contractors, or breach of any terms, representation or false representation or inaccurate statement or assurance or covenant or warranty of the Selected Service Provider under this assignment; and/or
- Breach of confidentiality obligations of the Selected Service Provider; and/or
- Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights;

The Bank shall notify the Service Provider in writing as soon as practicable when the Bank becomes aware of the claim and co-operate with the Service Provider in the defense and settlement of the claims. The Service Provider shall have sole control of the defense and all related settlement/ negotiation and Bank will provide the Service Provider with the assistance, information and authority reasonably necessary to perform the above. The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this

RFP.

4.22 Corrupt and Fraudulent Practices

As per the Government directives, it is required that selected Bidders / Respondents / Service Providers observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

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

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

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time as per the Bank’s discretion, for awarding of 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.

Every participating bidder required to execute an integrity pact at the time of submission of bids as per Annexure 14 and also submit undertaking as per Annexure 13 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

4.23 Violation of Terms

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

4.24 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 the 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.

4.25 Service Level & Non-Disclosure Agreement

The successful Bidder shall execute (a) a Service Level Agreement (SLA) (Annexure 15), which would include all the services and terms and conditions of the services to be extended as detailed herein and any other conditions as may be prescribed by the Bank; and (b) Non-Disclosure Agreement (NDA). The Bidder shall execute the SLA and NDA within one month from the date of acceptance of Letter of Appointment. The contract shall be executed by the authorized signatory of the Selected Firm / Service Provider. A power of attorney to that effect shall be submitted by the successful Bidders.

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 Service Provider.

4.26 Right to Reject Proposals

The 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. Proposals received from Respondents are liable to be rejected if:

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

4.27 No Liability

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 BOB 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.

BOB shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third-party software or modules supplied by the Service Provider as part of this 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 the Bank has been advised of the possibility of such damages, such as, but not limited to, loss of

revenue or anticipated profits or lost business.

4.28 Adherence to Standards

The Bank reserves the right to ascertain information from other Banks and Institutions to which the Bidders have rendered their services for execution of similar projects. Such feedbacks from high-ranking officials would also form part of Bidder selection process and any strong adverse comment / action about product or service would make the Bidder ineligible for further assessment/ processing.

4.29 Substitution of Project Team Members

The bid should also contain resource planning proposed to be deployed for the project which includes inter-alia, the number of personnel, skill profile of each personnel, duration of employment etc. During the assignment, the substitution of key staff identified for the assignment shall not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the Service Provider shall be permitted to do the same only after the concurrence of the Bank by providing alternate staff of same level of qualifications and expertise. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments have been made by the Bank to the Service Provider during the course of this assignment besides claiming an amount, equal to the contract value as liquidated damages. The Bank reserves the right to insist the Bidder to replace any team member with another (with the qualifications and expertise as required by the Bank) during the course of assignment. The Bidder will have to undertake that no such substitution would delay the project timelines.

4.30 Penalty & Liquidated Damages

If the selected Bidder fails to complete the due performance of the contract in accordance to the terms and conditions, the Bank reserves the right either to cancel the contract or to accept performance already made by the selected Bidder after imposing Penalty on Selected Bidder.

Penalty would be calculated at rate of 1% (one percent) of the undelivered portion of the order value per week, with the service provider being charged for every week's delay as per the specified delivery schedule, subject to a maximum of 5% (five percent) of the project value. Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by Bank to the Service Provider.

In case of termination of contract, the Bank reserves the right to recover an amount equal to 5% (five percent) of the project value as Liquidated Damages for non-performance.

Both Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently.

Penalty and Liquidated Damages is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the selected Bidder to prove that the delay is attributable to the Bank and Force Majeure. The selected Bidder shall submit the proof authenticated by the Bidder and Bank's official that the delay is attributed to the Bank and/or

Force Majeure along with the bills requesting payment.

4.31 Audit

The Bank reserves the right to conduct an audit / ongoing audit of the services provided by the Bidder. The Bidder should allow the Reserve Bank of India (RBI) or persons authorized by it or any audit agency / personnel identified by the Bank to access the Bank's documents, records or transaction or any other information given to, stored or processed by the Bidder within a reasonable time failing which Bidder will be liable to pay any charges / penalty levied by the RBI / Bank.

The Bidder should allow audit or inspection of its books and account with regard to the Bank by one or more officials or employees or other persons duly authorized by Bank.

The Bank would undertake to carry out security audit, vulnerability assessment, usability audit etc. by in - house team, third party independent auditors or reputed management consultant at specified intervals with prior information to the successful Bidder. The Bidder is required to provide unconditional and complete support to carry out the audit and arrange for rectification / updation of the findings at no cost to the Bank.

The external and internal auditors of the Bank will be given right to review internal controls of the Bidder. Any weaknesses highlighted during the audit must be promptly rectified especially where such weaknesses may affect the integrity/internal controls of the system and/or solution offered to the Bank.

4.32 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 advisors 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, 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 advisors.

5 ANNEXURES

Annexure 01	-	Bidder's General Information
Annexure 02	-	Letter of Authorization for Submission of Response
Annexure 03	-	RFP Response Covering Letter & Declaration
Annexure 04	-	Undertaking
Annexure 05	-	Proforma of Bank Guarantee
Annexure 06	-	Conformity Letter
Annexure 07	-	Credentials
Annexure 08	-	Team Profile
Annexure 09	-	Technical Bid
Annexure 10	-	Commercial Bid
Annexure 11	-	Format for Submission of Deliverables
Annexure 12	-	Format for RFP Queries
Annexure 13	-	Undertaking (As per Order No. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of Finance)
Annexure 14	-	Pre-Contract Integrity Pack
Annexure 15	-	Draft of Service Level & Non-Disclosure Agreement

Annexure 01 – Bidder’s General Information

Sr. No.	Particulars	Details to be Furnished by the Bidder
1.	Name of the Bidder	
2.	Location of Registered Office / Corporate Office with Address	
3.	Mailing Address of the Bidder	
4.	Names and Designations of the Persons Authorized to make Commitments to the Bank	
5.	Mobile and E-mail Address of Contact Persons	
6.	Details of: <ul style="list-style-type: none"> • Description of Business • Service Profile • Client Profile • Domestic & International Presence • Joint Venture 	
7.	Details of the Bidder’s Proposed Methodology / Approach for providing services to the Bank with specific reference to the Scope of Work	
8.	Estimated Work Plan and Time Schedules for providing services for this assignment	
9.	Details of Deliverables, other than those specified by the Bank, that the Bidder proposes with specific reference to the Scope of Work	
10.	Name of the Project Manager as well as the overall person responsible (Team Leader) identified for this assignment and their professional qualifications and experience / expertise.	

Annexure 02 – Letter of Authorization for Submission of Response

(This letter should be on the letter head of the Bidder duly signed by an Authorized Signatory)

To

Date:

Mr. Manoj Kumar Bakshi
Dy. General Manager (HRM)
Strategic HR Dept.
Bank of Baroda,
Head Office, 6th Floor, Baroda Bhavan,
Alkapuri,
Vadodara – 390007.

Dear Sir,

SUB: Authorization Letter for submitting RFP proposal documents.

REF: Your RFP No. HO:HRM:114/4568 dated 03rd December 2022

This has reference to your above RFP for ENGAGEMENT OF SERVICE PROVIDERS FOR CONDUCTING “VOICE OF BARODIANS” EMPLOYEE ENGAGEMENT SURVEY

Mr./Ms.....is hereby authorized to submit the response documents, to submit sealed response and to sign any documents pertaining to the RFP on behalf of our organization for all the services required by the Bank as called for vide the Bank's RFP as referred to above, on behalf of our organization. He/ She is also authorized to take decisions on behalf of the company till the RFP process is completed.

Certified photocopy of Power of Attorney (POA) of the person authorizing such person is duly submitted.

We hereby extend our full guarantee and warranty, as per Clauses of Contract, for the services offered by our Organization against this RFP.

The specimen signature is attested below:

Specimen signature of the Representative

Signature of the Authorizing Authority

Name of the Authorizing Authority (Certified Xerox copy of POA of authorized Signatory/authority is to be submitted)

Note: -

This letter of authority should be on the letter head of the principal on whose behalf the proposal is submitted and should be signed by a person having the power of attorney to bind the principal. It should be included by the Organization in its proposal.

Annexure 03 – RFP Response Covering Letter & Declaration

(This letter should be on the letter head of the Bidder duly signed by an Authorized Signatory)

To

Date:

**Mr. Manoj Kumar Bakshi
Dy. General Manager (HRM)
Strategic HR Dept.
Bank of Baroda,
Head Office, 6th Floor, Baroda Bhavan,
Alkapuri,
Vadodara – 390007.**

SUB: Response to RFP

REF: Your RFP No. HO:HRM:114/4568 dated 03rd December 2022

ENGAGEMENT OF SERVICE PROVIDERS FOR CONDUCTING “VOICE OF BARODIANS” EMPLOYEE ENGAGEMENT SURVEY

Having examined the above RFP including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to undertake the services in conformity with the said RFP.

We hereby undertake to participate in the RFP process and will provide our services as Service Provider if selected, as per the contract signed with the Bank.

We confirm that we have not made any changes in the templates provided by the Bank as part of the RFP process, except for filling in appropriate columns.

We confirm that our Organization has not been black listed/ debarred by any Government Regulatory Bodies/ Government Agency / Department in India / PSBs / PSUs / Autonomous Body / Global Entity in India and overseas.

We confirm that our Organization is not owned or controlled by any Director or Employee (or Relatives) of Bank of Baroda, both present and those who have retired in the last one year.

We confirm that our Organization does not have any pecuniary liability nor any judicial proceedings or any restraint restricting us in fulfilling the services.

Signature of the Authorized Signatory

Name:

Designation:

Name of the Organization:

Address:

Annexure 04 – Undertaking

(This letter should be on the letter head of the Bidder duly signed by an Authorized Signatory)

To

Date:

**Mr. Manoj Kumar Bakshi
Dy. General Manager (HRM)
Strategic HR Dept.
Bank of Baroda,
Head Office, 6th Floor, Baroda Bhavan,
Alkapuri,
Vadodara – 390007.**

Sir,

Sub: RFP for ENGAGEMENT OF SERVICE PROVIDERS FOR CONDUCTING “VOICE OF BARODIANS” EMPLOYEE ENGAGEMENT SURVEY

Having examined the RFPs 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 deliverables and services mentioned in the “Request for Proposal” and the other schedules of requirements and services for Bank of Baroda in conformity with the said RFPs in accordance with the Price Bid made part of this Tender.

- 1) If our Bid is accepted, we undertake to comply with the deliverable & service schedule as mentioned in the RFP.
- 2) We agree to abide by this Commercial Bid for 90 days from the date of the Commercial Bid opening and our offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
- 3) This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- 4) We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
- 5) 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 dayof 20.....

Yours sincerely,

Signature of the Authorized Signatory

Name:

Designation:

Name of the Firm:

Address:

Annexure 05 – Proforma of Bank Guarantee

BANK GUARANTEE (BG) IN LIEU OF BID SECURITY / EARNEST MONEY DEPOSIT (EMD)

To

Dy. General Manager (HRM)
Strategic HR Dept.
Bank of Baroda,
Head Office, 6th Floor, Baroda Bhavan,
Alkapuri, Vadodara – 390007.

WHEREAS _____ (hereinafter called “the Bidder”) having its registered office at _____ has submitted its bid dated _____ (date of submission of bid) for conducting “Voice of Barodians” Employee Engagement Survey in response to Request for Proposal (RFP) No. HO:HRM:114/4568 dated 03rd December 2022 (hereinafter called “the RFP”) issued by Bank of Baroda.

KNOW ALL PEOPLE by these presents that WE _____ (name of Bank) of _____ (name of country) having our Registered Office at _____ (address of Bank) (hereinafter called “the Bank”) are bound unto Bank of Baroda, (hereinafter called “The Purchaser”) in the sum of INR _____ /- (Indian Rupees only) for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the common seal of the said Bank this _____ day of _____, 20____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; OR
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity:
 - 2.1 Fails or refuses to execute the Contract / Agreement as required; or
 - 2.2 Fails or refuse to furnish the Performance Guarantee, in accordance with the Terms & Conditions of the Contract / Agreement

We undertake to pay the Purchaser up to above amount an amount upon receipt of its first written demand, without any demur, merely on demand from the Purchaser and undertake to indemnify Purchaser and keep Purchaser indemnified from time to time and at all times to the extent of INR. _____ without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of anyone or both of two conditions specifying occurred condition or conditions.

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

Notwithstanding any other term contained herein

- a) This guarantee shall be valid only up to _____ (insert guarantee end date) whereupon it shall automatically expire irrespective of whether the original guarantee is returned to the Bank or not; and
- b) The total liability of the Bank under this guarantee shall be limited to INR. _____ /- (Indian Rupees _____ only)

Place:

Seal:

Code No.:

Signature:

Note: -

Bidders 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.

Annexure 06 – Conformity Letter

(This letter should be on the letter head of the Bidder duly signed by an Authorized Signatory)

To

Date:

Mr. Manoj Kumar Bakshi
Dy. General Manager (HRM)
Strategic HR Dept.
Bank of Baroda,
Head Office, 6th Floor, Baroda Bhavan,
Alkapuri,
Vadodara – 390007.

Sir,

Sub: RFP for ENGAGEMENT OF SERVICE PROVIDERS FOR CONDUCTING “VOICE OF BARODIANS’ EMPLOYEE ENGAGEMENT SURVEY

Further to our proposal dated, in response to the Request for Proposal (REF: Your RFP No. HO:HRM:114/4568 dated 03rd December 2022 herein after referred to as “**RFP**”) issued by Bank of Baroda herein after referred to as “**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 RFP issued by the Bank shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank’s decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours sincerely,

Signature of the Authorized Signatory

Name:

Designation:

Name of the Organization:

Address:

Annexure 07 – Credentials

The expertise of the service provider in driving Employee Engagement Surveys and Action Planning in other organizations should be exhibited in detail. The key impact created by the respondent in other organizations should be clearly highlighted and backed by references. The Credentials should be arranged as below:

Sr. No.	Name of Organisation along with the Details of the Industry where the service was undertaken	Scope of the Assignment	Duration of the Assignment	Project Team
1				
2				
.				
.				

All Credentials should be backed by references, which must include the following details:

- Contact Person's Name
- Name of Organization and Designation
- E-mail Address
- Mobile Number

The Bank reserves the right to approach the references for further background checks.

Annexure 08 – Team Profile

The list should include the Team Leader / Specified Person of Contact and Key Team Members with their proposed role in the assignment

Sr. No.	Name	Age	Qualification	Experience relevant to RFP	Proposed Role in the Assignment
1.					
2.					
...					
...					

A list of key personnel to be deployed for the assignment to be furnished with details as per the table above.

The Bank shall reserve the right to seek the change of resource personnel in case on need.

Signature of the Authorized Signatory

Name:

Designation:

Name of the Firm:

Address:

Mobile No:

Annexure 09 – Technical Bid

Sr. No.	Particulars	Weightage / Marks												
1	Experience (Number of years providing Consulting / Advisory services to Banks operating out of India in HR matters during last -05- years)	<p style="text-align: center;">25</p> <p style="text-align: center;">Distribution of marks:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>No of years</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>05</td> </tr> <tr> <td>2</td> <td>10</td> </tr> <tr> <td>3</td> <td>15</td> </tr> <tr> <td>4</td> <td>20</td> </tr> <tr> <td>5</td> <td>25</td> </tr> </tbody> </table>	No of years	Marks	1	05	2	10	3	15	4	20	5	25
No of years	Marks													
1	05													
2	10													
3	15													
4	20													
5	25													
2.	Number of Employee Engagement Survey Projects Carried Out (Last 5 Financial Years)	<p style="text-align: center;">20</p> <p style="text-align: center;">Distribution of marks:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>No of Projects</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>3</td> <td>05</td> </tr> <tr> <td>5</td> <td>10</td> </tr> <tr> <td>7</td> <td>15</td> </tr> <tr> <td>10+</td> <td>20</td> </tr> </tbody> </table>	No of Projects	Marks	3	05	5	10	7	15	10+	20		
No of Projects	Marks													
3	05													
5	10													
7	15													
10+	20													
3.	Number of Employee Engagement Survey Projects Carried Out for Large Scheduled Commercial Banks / Financial Institutions (Last 5 Financial Years)	<p style="text-align: center;">25</p> <p style="text-align: center;">Distribution of marks:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>No of Projects</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>2</td> <td>10</td> </tr> <tr> <td>4</td> <td>15</td> </tr> <tr> <td>6</td> <td>20</td> </tr> <tr> <td>8+</td> <td>25</td> </tr> </tbody> </table>	No of Projects	Marks	2	10	4	15	6	20	8+	25		
No of Projects	Marks													
2	10													
4	15													
6	20													
8+	25													
4.	Understanding of Scope of Assignment as Demonstrated in Response to RFP	05												
5.	Understanding of the Indian Banking & Financial Services Environment	05												
6.	Technical Approach & Proposed Methodology for Employee Engagement Survey	20												
TOTAL		100												

Annexure 10 – Commercial Bid

Phase	Fixed Commercial Bid including Professional Fee and Out of Pocket Expenses based on the Scope of Work
Total Price Quote in INR (In Numbers) for each year	
Total Price Quote in INR (In Words) for each year	

Please Note:

The total price quoted above will be considered as full survey cost per year and will remain the same for the initial period of engagement i.e. for 3 years for 3 surveys.

The Bank shall not entertain any other claims over and above the cost specified in the Commercial Bid such as Professional Charges, Out of Pocket Expenses like Travel, Lodging and Boarding, Conveyance, Printing, Administrative Expenses, including related Establishment Cost etc.

The rate / cost / service charges / fee, etc will be negotiated with the selected bidder before final contract / agreement.

Payment of consultancy services would be undertaken as per payment terms mentioned in the contract.

Total fee quote mentioned above will be considered for scoring in the techno commercial bid evaluation.

The Bank will be at liberty to deduct at source any amount that may be required under the prevailing laws, rules and regulations.

The commercial quote should be submitted on the Company’s letter head and should bear the company’s seal and the name, designation and signature of the Authorized Signatory of the Company.

Signature of the Authorized Signatory:

Name:

Designation:

Name of the Firm:

Address:

Place:

Date:

Seal & Signature of the Bidder

Annexure 11 – Format for Submission of Deliverables

Sr. No.	Name of Deliverable	Description	Expected Timeframe for Submission	Draft Template
1.				
2.				
...				
...				

*An illustration of the deliverables is also expected to be submitted to the Bank

Annexure 12 - Format for RFP Queries

Sr. No.	Reference Clause	Reference Page	Query
1.			
2.			
...			
...			

Annexure 13 - Undertaking (As per Order No. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of Finance)

(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

Date:

**Mr. Manoj Kumar Bakshi
Dy. General Manager (HRM)
Strategic HR Dept.
Bank of Baroda,
Head Office, 6th Floor, Baroda Bhavan,
Alkapuri,
Vadodara - 390007.**

Sir,

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

We, the Bidder have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 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 sub-contracting to contractors from such countries; I certify that our subcontractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our subcontractor fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached herewith.]”

3. 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.

4. 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 No.

List of documents enclosed:

1. Copy of Certificate of Valid Registration with the Competent Authority (strike off if not applicable)

Annexure 14 – Pre-Contract Integrity Pack

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

General

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

BANK OF BARODA, a body corporate constituted under the 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 /Bidder"

Preamble

BOB is a one of the nationalized PSU Banks having its presence through its **8100+** number of branches and **168** administrative offices throughout India and **94** 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, contract/s for **Conducting "Voice of Barodians" Employee Engagement Survey**. 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) and / or 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 the rebeassubs tantive suspicion in this regard, the BOB will inform the Chief Vigilance Officer and in addition can initiated is disciplinary actions.

Section 2 - Commitments of the Bidder / Bidder(s)

- a. The Bidder / Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder / Bidder(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
- b. The Bidder / 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.

- c. The Bidder / 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.
 - d. The Bidder / Bidder(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder / 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.
 - e. The Bidder / Bidders(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, similarly the Bidder /Bidders(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 / Bidder(s).
 - f. The Bidder / 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.
 - g. Bidder / 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.
3. The Bidder / 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, before contract award has committed a transgression through a violation of provisions given in Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

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 Bidder / Bidder(s) / Sub Bidder(s)

- (1) In case of Sub-contracting, the Principal Bidder shall take the responsibility of the adoption of Integrity Pact by the Sub-Bidder.
- (2) The BOB will enter into agreements with identical conditions as this one with all Bidder and 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 / Bidder(s) / Sub Bidder(s)

If the BOB obtains knowledge of conduct of a Bidder, Bidders or Sub Bidder(s), or of an employee or a representative or an associate of a Bidder, Bidders or Sub Bidder(s) 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 Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Name: Shri Harishwar Dayal 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 Bidder/Bidders as confidential.
- (3) The Bidder / 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-Bidder(s).
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder / Bidder(s) / Sub-Bidder(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 (s) shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Section 10 - Contract has been Awarded

Any violation of the same would entail 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 6months after the bidders and exclusion from future business dealings.

If any claims 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 being valid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to the 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 Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the BOB)

(For & On behalf of Bidder / Bidder)

(Office Seal)

(Office Seal)

Place:_____

Date:_____

Witness 1:

(Name & Address) _____

Witness2:

(Name & Address) _____

Annexure 15 – Draft of Service Level & Non-Disclosure Agreement (SL&NDA)

(This is an illustrative document of SL&NDA. Final version will be as agreed between the Bank and the selected Service Provider)

This Agreement is made in Mumbai this _____ Day of _____ 2022 by and between BANK OF BARODA, body corporate constituted under the Banking Companies [Acquisition & Transfer of Undertakings] Act 1970 having its Head Office at Baroda Bhawan, RC Dutta Road, Alkapuri, 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 “BOB” (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,

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

WHEREAS

BOB is one of the largest Public Sector Banks in India and has international operations in 23 other countries. BOB has implemented a robust technology infrastructure in India with a state-of-the-art tier III Data Centre and a one-to-one Disaster Recovery site in India. A large number of applications have been implemented to support its business operations in India and abroad. Indian and Overseas territories use Finacle CBS for transaction processing.

In response to RFP issued on 03rd December 2022 by BOB, the Service Provider also submitted its offer and has represented that it is engaged in the business of providing consulting / advisory services in HR Matters including facilitation of organizational employee engagement surveys. It further represented to BOB that it has the requisite skill, knowledge, experiences, experts, staff and capability to provide required service to BOB. Relying on representations of the Service Provider and other applicable criteria, the Service Provider was declared as a successful bidder in the RFP evaluation process. Accordingly, BOB has issued a letter of intent dated _____ to the Service Provider.

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

- “Bank” or “BOB” means Bank of Baroda (International operations excluded).
- “Scheduled Commercial Bank” or “Commercial Bank” means a bank which is listed in the Second Schedule of the Reserve Bank of India Act, 1934.
- “VOB” means Voice of Barodians.
- "Recipient", "Respondent", "Service Provider" and "Bidder" means respondent to this RFP document.
- Party to the bid can be "Company", "Limited Liability Partnership", "Firm", "Proprietor firm", "Partnership firm" registered in India.
- "RFP" means this Request for Proposal document.

- “Successful Bidder”, “Selected Bidder”, “Selected Service Provider” means the Bidder/Service provider who is declared successful after completion of the entire process of evaluation as defined under this RFP.
- “Employee” means employee who is in the active services of Bank.
- “Personnel/ Resources” means professionals and support staff provided by the Bidder
- “Contractual Agreement”, “Contract” or “Agreement” means the Contract signed by the Parties and all the attached documents and the appendices, consequent to the completion of the proceedings as per the RFP
- “Assignment” means the work to be performed by the selected Bidder pursuant to the Contract
- “SLA” means Service Level Agreement
- “NDA” means Non-Disclosure Agreement

2. TERM

This Agreement shall come into force on (Date) and shall be in force and effect for a period of 36 months, unless BOB terminates the Agreement by giving a prior written notice of 30 days as per the terms of this Agreement.

3. SCOPE OF SERVICE / DELIVERABLES AND SERVICE LEVELS

The service provider is expected to carry out a comprehensive ONLINE employee engagement survey on behalf of the Bank, covering all employees deployed at branches/ administrative offices/ other operating units across India every year. The service provider is also expected to keep the Bank’s Vision & Objective with respect to the employee engagement survey in mind while identifying & collaborating with drivers of engagement & enablement in drawing up the Project Plan & Areas of Responsibility. To elaborate:

- The “Voice of Barodians” Employee Engagement Survey would be carried out on an annual basis.
- The service provider would initially design customized survey questionnaire (Hindi & English Language) for all -03- employee categories i.e Officers, Business Associates (Clerical Staff) and Sahayaks (Subordinate Staff) covering the dimensions of engagement like:

Employee engagement with:

- Organization
- Job Role
- Working Condition
- Employee Grievance Management
- Industrial Relations
- Compensation & Perks
- Training & Development
- Performance Appraisal
- Career Progression
- Rewards & Recognition
- Recent initiatives of the Bank
- Any additional area of concern / impact

- iii. The designed surveys shall be submitted for validation by the HR Team of the Bank, while finalizing the HRIS to be used for survey purpose following detailed discussion with the Bank.
- iv. The service provider would thereafter develop & share consistent communication plan with the Bank by providing samples & guidelines i.e. Toolkit Design. These will mainly focus on the survey launch, administration & post communication survey. The service provider shall also provide access to online tool to identified personnel following discussion with the Bank.
- v. Following the outcome of the pilot survey conducted, the service provider shall finalize the questionnaire for deployment in consultation with the Bank. The survey shall be hosted on the Bank's Server/ HR Connect in Hindi & English Language for Officers & Business Associates (Clerical Staff) (individual login but identity to be shielded).
- vi. The hard copy of the Survey for Sahayaks (Subordinate Staff), vernacular in design, shall be dispatched to respective Corporate / Zonal Offices for onward submission & collection from Regional Offices. The service provider shall incorporate the responses received via hard copy during result analysis & findings presentation.
- vii. The survey would be opened initially for a period of -03- weeks, extendable by a period of -02- to -05- weeks if strictly required. Continuous follow up shall be done by the service provider, with access to real-time response rate, in order to ensure minimum participation from each branch / office / unit, achieving a minimum response rate of 75%.
- viii. The service provider shall analyze & submit survey results across all key areas of engagement & enablement with findings categorized across demographic cuts (cadre wise, age wise, gender wise etc.) to be benchmarked with available data of:
 - Previous VOB Results
 - All Industries – India / Asia / Global
 - BFSI
 - All Banks – India / Asia / Global
 - Best Employer – India / Asia / Global
- ix. The service provider shall also generate and submit Employee Engagement Scores for each Branch / Unit with the entire data set i.e raw anonymized data as well as processed data to

be shared with the Bank (downloadable area of engagement / area of enablement / demographic wise in excel / pdf / word / ppt format).

- x. The service provider shall conduct one session each with Top Management and Board of Directors of the Bank to present findings of draft report, highlighting discovered gaps and recommending changes.
- xi. Following the conclusion of Focus Group Discussions led by the service provider, Action Planning Workshop for Senior Leadership Team & all Zones shall be held in order to obtain the necessary input for refinement of employee engagement driving roadmap of the Bank.

The overall timeframe for conducting & completing Employee Engagement Survey is 18-20 weeks per annual survey. The detailed timelines are as given below:

Period*	Phase of Employee Engagement Survey
Weeks 1-2	Survey questionnaire design, validation and setup
Weeks 3-4	Completion of administration of survey
Weeks 5-6	Submission of initial survey findings with scores & data to be followed by presentation to Top Management
Weeks 7-11	Completion of Focus Group Discussions & Action Planning Workshop with Senior Leadership Team and Zones.
Week 12	Submission & Presentation of Final Report to the Bank

* Modification in timeline would be through mutual agreement only.

A single Project Manager shall be proposed by the Service Provider for the overall assignment, with additional Team Members to be identified as Process Owners, the details of whom are to be shared with the Bank as per Annexure 08. No change will be permitted with respect to the Project Manager as well as the Process Owners (team members), without explicit written approval of the Bank.

The Bank may request coverage of additional areas of engagement / enablement / concern during the course of the survey after discussing the requirement of additional resources as well as associated commercials with the Service Provider. Nonetheless, the Bank shall reserve its right to pause the work at any point of time and use the services for partial delivery of select modules of the assignment.

The selected service provider may be utilized by the Bank for carrying out the employee engagement survey on the same terms for a period of -03- consecutive years. Financial quotes will be submitted on per survey basis and the award of this contract will be on the basis of the quote which will be applicable annually. The same rate shall remain valid for initial engagement period of -03- years. The Bank shall have the liberty of getting the survey carried out in the following -03- consecutive years from the said Service Provider at the committed rate.

The Bank will have discretion to decide upon continuation of the selected service provider for conducting the engagement survey for the subsequent year, based upon satisfactory review of its performance in the survey concluded in the preceding year. On expiry of the initial period of -03- years, the Bank shall retain its right to renew the contract with the chosen service provider for a further period of -03- years, on mutually acceptable terms and conditions.

All documents, report and drafts in any form submitted by the service provider shall be subject to review and acceptance by the Bank.

4. Standards:

The Service Provider shall follow all the standards which will adhere to Bureau of Indian Standards (BIS) specifications or any other applicable standards as to BOB.

5. 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.

6. Training:

The Service Provider shall provide training to officials of BOB. The training should cover hands-on training up to a comfort level of user. Training will have to be provided at BOB's premises or external sites acceptable to BOB, at BOB's cost.

7. PAYMENT TERMS:

The Bank will release the payments only on receipt of all the relevant documents, within a period of 30 days from the date of receipt of undisputed relevant documents. Any dispute regarding the relevant documents will be communicated within 30 days from the date of receipt of the relevant documents. After the dispute is resolved, Bank will make payment within 30 days from the date the dispute stands resolved

8. Earnest Money Deposit / Security deposit

- xii. Bidders are required to submit an Earnest Money Deposit of an amount of Rs. 2,00,000/- (Rupees Two Lakhs only) through electronic mode via Bank Guarantee (as per the format prescribed in RFP - Annexure 05) at the time of submission of the technical bid, along with RFP response. The proof of the same is to be submitted along with the bid submission, failing which the bid of the concerned bidder may be rejected. The Earnest Money Deposit is required to protect the Bank against the risk of the selected bidder's possible misconduct.
- xiii. Bid Security (Earnest Money Deposit) shall be paid through electronic mode or a Bank Guarantee of an equal amount issued by a Commercial Bank (other than Bank of Baroda) located in India. This Bid security is valid for 90 days from the Bid closure date and to be submitted through electronic mode to the below mentioned account. The details of the account are as under:

Account Number: 02000400000062
Account Holder Name: Bank of Baroda, Head Office
IFSC Code: BARB0ALKAPU - '0' denotes 'Zero'

- xiv. Non submission of Earnest Money Deposit either electronically or via Bank Guarantee (as per the format prescribed in RFP - Annexure 05) will lead to outright rejection of the bid. The EMD will be returned by the Bank within two weeks from closure of the selection process to the unsuccessful Bidders who have not been selected. The Respondent shall submit the Bank Account Details to refund the EMD, while submitting its response to RFP.
- xv. The EMD shall be denominated in the Indian Rupees only.
- xvi. No interest shall be paid on the EMD.
- xvii. The EMD submitted by the Selected Organization shall be retained with the Bank as “Security Deposit” payable by the Selected Organization or Successful Bid Winner. The same shall be returned after completion of the “Service Term” on successful completion of the assignment. Security Deposit payable by the Selected Organization or Successful Bid Winner – The EMD submitted by the Selected Organization shall be retained with the Bank towards security deposit for the entire period of the contract.
- xviii. The EMD of the Respondents may be forfeited by the Bank, at its discretion, if the Respondent withdraws its bid during the bid validity period.
- xix. Forfeiture of EMD/Security Deposit in the event of Withdrawal by the Selected Service Provider: In case the Selected Service Provider withdraws from the contract/ discharging duties post selection by the Bank and acceptance to the offer but prior to agreement signing, the EMD/Security Deposit amount shall not be refunded to the Selected Service Provider.

9. Set-off

- a) Without prejudice to other rights and remedies available to BOB, BOB shall be entitled to set-off or adjust any amounts due to BOB under this agreement from the Service Provider against payments due and payable by Bank to the Service Provider for the services rendered.
- b) The provisions of this Clause shall survive the termination of this Agreement.

10. COVENANTS OF the Service Provider:

- a) 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 without prior consent of BOB.

- b) The Service Provider shall forthwith withdraw or bar any of its employee/s from the provision of the services if, in the opinion of BOB:
- (i) The quality of services rendered by the said employee is not in accordance with the quality specifications stipulated by BOB; or
 - (ii) The engagement or provision of the services by any particular employee is prejudicial to the interests of BOB.
- c) 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 BOB 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.
- d) The Service Provider:
- 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.
 - 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.
 - shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel.
 - shall not exercise any lien on any of the assets, documents, instruments or material belonging to BOB and in the custody of the Service Provider for any amount due or claimed to be due by the Service Provider from BOB.
 - shall regularly provide updates to BOB with respect to the provision of the services and shall meet with the personnel designated by BOB to discuss and review its performance at such intervals as may be agreed between the Parties.
 - 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 Minimum 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 labour legislations.
 - shall not violate any proprietary and intellectual property rights of BOB or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights in course of providing services hereunder.

- 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 BOB and communicated to the Service Provider from time to time.
- shall not work in a manner which, in the reasonable opinion of BOB, may be detrimental to the interests of BOB and which may adversely affect the role, duties, functions and obligations of the Service Provider as contemplated by this Agreement.
- shall be liable to BOB 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 BOB.
- 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 BOB.

11. Confidentiality:

- i. All BOB's product and process details, documents, data, applications, software, systems, papers, statements and business/customer information which may be communicated to or come to the knowledge of the Service Provider or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the Service Provider irrevocably agrees and undertakes and ensures that the 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 the prior written permission of BOB nor shall use or allow to be used any information other than as may be necessary for the due performance by the Service Provider of its obligations hereunder. The Service Provider hereby specifically agrees to indemnify and keep BOB indemnified safe and harmless at all times against all or any consequences arising out of any breach of this confidentiality undertaking by the Service Provider and/or its employees and shall immediately reimburse and pay to BOB on demand all damages, loss, cost, expenses or any charges that BOB may sustain suffer, incur or pay in connection therewith.
- ii. The 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 the Service Provider obligation under this Agreement.
- iii. The Service Provider shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information. Also, so far as it is practicable the 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.
- iv. 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.
- v. The Service Provider shall return all the Confidential Information that is in its custody, upon termination/expiry of this Agreement.

- vi. The Service Provider hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of this Agreement or disclose the information submitted by BOB under this Agreement to any third party unless such disclosure is required by law or for the purpose of performing its obligations under this Agreement.
- vii. It shall be the incumbent duty of the Service Provider to undertake not to disclose any business related information of BOB to any third person and the Service Provider shall keep all knowledge of the business activities and affairs of BOB strictly confidential and also to ensure that neither the Service Provider nor any of its officers, employees directly or indirectly assist any third person with the promotion of activities which may be prejudicial to the interest or in competition to the activities of BOB.
- viii. However, the confidential information will not be limited to the information mentioned above but not include the following as confidential information:
 - Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
 - Prior to the disclosure by BOB was known to or in the possession of the Service Provider at the time of disclosure;
 - Was disclosed or parted with the prior consent of BOB;
 - Was acquired by the 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.
- ix. 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.
- x. 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.
- xi. The provisions of this Clause shall survive the termination of this Agreement.

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
- Negligence or willful misconduct of the Service Provider and/or its employees, agents, sub-contractors in performance of the obligations under this assignment; and/or
- claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Service Provider, against the Bank; and/or
- claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Service Provider to its employees, its agents, contractors and sub-

contractors

- , or breach of any terms, representation or false representation or inaccurate statement or assurance or covenant or warranty of the Service Provider under this assignment; and/or
- breach of confidentiality obligations of the Service Provider; and/or
- any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights;

Bank shall notify the Service Provider in writing as soon as practicable when the Bank becomes aware of the claim, and Co-operates with the Service Provider in the defense and settlement of the claims.

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

If 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 shall without additional cost to the Bank, shall offer 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 assignment or subsequent Agreement and to meet the service levels; or

If the Service Provider fail to provide the remedy prescribed in para 1 or 2 within specified period by the bank, in such case the Service Provider shall refund to the Bank the amount paid for the infringing software / hardware and bear the incremental costs of procuring a functionally equivalent software / hardware or equipment from a third party selected by bank,

However, 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;

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

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

13. PROPERTY RIGHTS

1. 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.

2. 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.
3. 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. PENALTIES AND LIQUIDATED DAMAGES:

If the selected Bidder fails to complete the due performance of the contract in accordance to the terms and conditions, the Bank reserves the right either to cancel the contract or to accept performance already made by the selected Bidder after imposing Penalty on Selected Bidder.

Penalty would be calculated at rate of 1% (one percent) of the undelivered portion of the order value per week, with the service provider being charged for every week's delay as per the specified delivery schedule, subject to a maximum of 5% (five percent) of the project value. Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by Bank to the Service Provider.

In case of termination of contract, the Bank reserves the right to recover an amount equal to 5% (five percent) of the project value as Liquidated Damages for non-performance.

Both Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently.

Penalty and Liquidated Damages is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the selected Bidder to prove that the delay is attributable to the Bank and Force Majeure. The selected Bidder shall submit the proof authenticated by the Bidder and Bank's official that the delay is attributed to the Bank and/or Force Majeure along with the bills requesting payment.

15. TERMINATION

Bank shall have option to terminate / cancel this RFP at any stage without any prior notice. The Bank shall terminate this assignment with the Service Provider in the following events:

- The Service Provider commits a breach of any of the terms and conditions of the bid/contract.
- Breaches any of its obligations set forth in this assignment or any subsequent agreement and such breach is not cured within thirty (30) working days after written notice given by the Bank.
- Failure by Service Provider to provide a reasonable plan to cure such breach, which is acceptable to the Bank, within thirty (30) working days.
- The progress made by the selected service provider regarding execution of the contract is found to be unsatisfactory by the Bank.
- The Bank reserves its right to cancel the order if discrepancies / violations are observed in the various reports provided to the Bank as per scope of work.
- In case the Bank cancels any particular order, the advance payments made by the Bank to the Bidder would necessarily have to be returned to the Bank with interest @ 15% per annum from the date of each such payment. These payments to be returned would refer to those deliverables that will have to be reversed or redone post the termination of agreement with

- the Service Provider.
- Bank may terminate this RFP or subsequent agreement on occurrence of following events:
 - a. The service provider unable to pay its debt as they fall due or otherwise, enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
 - b. A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the vendor and such appointment continues for a period of twenty-one (21) days;
 - c. 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.
 - d. The Service Provider becomes the subject of a court order for its winding up.
 - e. Notwithstanding above, in case of change of policy or any unavoidable circumstances Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving the Service Provider at least 30 days prior notice in writing.
- On termination, the rights granted to the Service Provider shall immediately terminate.

In the event of termination of the Contract due to any cause whatsoever, (whether consequent to the stipulated term of the Contract or otherwise), Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the service(s) which the selected Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Bidder to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of the contract.

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 three months "notice for the same. In such event, the selected bidder is bound to make good the additional expenditure, which 'the Bank' may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.

16. Effect of termination

If BOB terminates or cancels the assignment on the default mentioned in the termination clause, in such case the Bank 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.
- The Service Provider shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
- 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.

- Upon 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.

In the event that this Agreement is terminated for any reasons, either Party shall forthwith hand over to the other the possession of all documents, material and any other property belonging to the other that may be in the possession of the Party or any of its employees, agents or individuals.

17. 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.

18. LAW, JURISDICTION AND DISPUTE RESOLUTION

The provisions of this Agreement shall be governed by and, construed in accordance with the Indian law and the courts in Mumbai shall have the exclusive jurisdiction to deal with any issue arising out of this Agreement.

19. ARBITRATION

- a) BOB and the Service Provider shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after 30 days from the commencement of such informal negotiations, Bank and the Service Provider have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration.
- b) The dispute, controversy or claims arising out of or in connection with the Agreement shall be referred to sole arbitrator to be appointed by mutual consent.
- c) The place and of arbitration shall be at Mumbai.
- d) The arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be the Indian law.
- e) The award of the arbitrator shall be final and conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgment thereon in any one or more of the highest courts having jurisdiction. The Parties further agree that such enforcement shall be subject to the provisions of the Indian Arbitration and Conciliation Act, 1996 and neither Party shall seek to resist the enforcement of any award in India on the basis that award is not subject to such provisions.
- f) The rights and obligations of the Parties under or pursuant to this Clause, including the arbitration agreement in this Clause, shall be under the exclusive jurisdiction of the courts located at Mumbai.

20. AUDIT

The Bank reserves the right to conduct an audit / ongoing audit of the services provided by the Bidder. The Bidder should allow the Reserve Bank of India (RBI) or persons authorized by it or any audit agency / personnel identified by the Bank to access the Bank's documents, records or transaction or any other information given to, stored or processed by the Bidder within a reasonable time failing which Bidder will be liable to pay any charges / penalty levied by the RBI / Bank.

The Bidder should allow audit or inspection of its books and account with regard to the Bank by one or more officials or employees or other persons duly authorized by Bank.

The Bank would undertake to carry out security audit, vulnerability assessment, usability audit etc. by in - house team, third party independent auditors or reputed management consultant at specified intervals with prior information to the successful Bidder. The Bidder is required to provide unconditional and complete support to carry out the audit and arrange for rectification / updation of the findings at no cost to the Bank.

The external and internal auditors of the Bank will be given right to review internal controls of the Bidder. Any weaknesses highlighted during the audit must be promptly rectified especially where such weaknesses may affect the integrity/internal controls of the system and/or solution offered to the Bank.

21. LIMITATION OF LIABILITY

- I. 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.
- II. 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.
- III. 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.
- IV. 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.
- V. 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.
- VI. 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.

22. PUBLICITY

The Service Provider shall not use the name and/or trademark/logo of BOB, its group companies or associates in any sales or marketing publication or advertisement, or in any other manner without prior written consent of BOB.

23. 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 BOB or Affiliate thereof.

24. 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 BOB.

25. 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.

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

27. 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.

28. FORCE MAJEURE

The selected 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 selected Service Provider and not involving the selected Service Provider's fault or negligence and farsightedness. Events falling under the category of Acts of God, public enemy, acts of Government of India in its sovereign capacity, strikes, political disruptions, bandhs, riots, civil commotions and acts of war shall be considered as such.

If a Force Majeure situation arises, the selected Bidder 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 selected Service Provider shall continue to perform the 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 more than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the selected Service Provider shall hold consultations in an endeavor to find a solution to the problem. However, it may be noted that no fee or any other remuneration or compensation will be paid by the Bank when there is no delivery of service.

29. MISCELLANEOUS

- i. 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.
- ii. 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.
- iii. 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 BOB:

The General Manager _____

_____(City)

Facsimile number: _____

ATTN:

If to the _____

(Address)

Facsimile number:_____

ATTN: _____

- iv. 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.
- v. 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.
- vi. 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.
- vii. 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.
- viii. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.
- ix. This Agreement has been signed in duplicate, each of which shall be deemed to be an original.

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 under clauses of confidentiality, indemnity, termination, limitation of liability and any covenants of the parties mentioned in this agreement.

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

BOB, by the hand of Sri _____, For Bank of Baroda

its authorized official in the presence of:

- 1.
- 2.

Signed and Delivered by the within named

_____ by the hand of Sri _____, For _____ Systems Limited.

its authorized official in the presence of:

- 1.
- 2.
