

# Request for Proposal for Engagement of Consultant for Strategic Talent Management of the Bank.

RFP No. BCC:HRM:115/209 dated 15 04.2023

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Bank of Baroda  
Baroda Corporate Centre  
C-26, G- Block,  
Bandra Kurla Complex  
Bandra (East), Mumbai - 400 051

**[A] Important Dates, Application & Bid Security/Earnest Money and RFP Co-ordinator details:**

S. No.	Particulars	Timeline
1	RFP Issuance Date	<b>15<sup>th</sup> April 2023</b>
2	RFP Coordinator Name & Contact Details	Ms. Leena John Chief Manager (HRM) Strategic HR & HR Integration Dept. Bank of Baroda Baroda Corporate Centre, C-26, G Block, Bandra-Kurla Complex, Mumbai 400 051 T - 022 6845 8774 / 022 6698 5438 E – <a href="mailto:str.hr.bcc@bankofbaroda.com">str.hr.bcc@bankofbaroda.com</a>
3	Last Date of Written request for Clarifications before the Pre-bid Meeting	<b>20<sup>th</sup> April 2023 (by 12.00 p.m.)</b>  <i>(Queries to be sent strictly as per Annexure 12)</i>
4	Pre-bid meeting date & venue details	To be conducted <b>Online</b> through MS Teams on <b>21<sup>st</sup> April 2023, 5:00 p.m. (IST)</b> .  Interested bidders are advised to send the email & contact details of their SPOC (on the company's letter head signed by the authorized signatory) to the following email id <b>on or before 20<sup>th</sup> April 2023</b> for receiving the link for joining the meeting:- <a href="mailto:str.hr.bcc@bankofbaroda.com">str.hr.bcc@bankofbaroda.com</a>
5	Last date of submission of RFP Response (Closing date)	<b>5<sup>th</sup> May 2023, 3.00 pm (IST)</b>
6	Eligibility cum Technical Bid Opening Date, Time & Venue	<b>5<sup>th</sup> May 2023, 4:00 p.m. (IST)</b> Ground Floor, Meeting Room, Bank of Baroda Baroda Corporate Centre, C-26, G Block, Bandra-Kurla Complex, Mumbai 400 051
7	Commercial Bid	<b>As per Annexure 08</b>
8	Date of opening of Commercial Bid	<b>To be intimated separately</b>
9	Application Money	<b>Rs. 25000/- (Rupees Twenty Five Thousand only) Details as per Section 2.1.1 A.</b>
10	Bid Security / Earnest Money Deposit (EMD)	<b>Rs. 5,00,000/- (Rupees Five Lacs only) Details as per Section 2.1.1 B.</b>
11	Performance Bank Guarantee	<b>As per Annexure 09</b> <b>The successful bidder is required to submit performance bank guarantee at 3% of the contract value.</b>
12	Mode of bid submission	<b>Offline</b>

## [B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

- a) 'Bank' or 'BOB' means 'Bank of Baroda'
- b) 'Recipient', 'Respondent', 'Bidder', 'Service Provider', 'SP', 'Vendor' means the respondent to the RFP document
- c) 'RFP' or 'Tender' means the Request for Proposal document
- d) Proposal, Bid means "Response to the RFP Document"
- e) Tender means RFP response documents prepared by the bidder and submitted to Bank of Baroda.
- f) Support means 'Support & Services' to be provided as part of the 'Scope of Work'

## 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 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**

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*This document is meant for the specific use by the Company / person(s) interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Bank of Baroda expects the bidders or any person acting on behalf of the bidders strictly adhere to the instructions given in the document and maintain confidentiality of information. The bidders shall be held responsible for any misuse of information contained in the 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. Introduction**

### **1.1 Introduction and Disclaimer**

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda (hereafter referred to as Bank) to engage an External Consultant for next level of Strategic Talent Management of the Bank.

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

### **1.2 Information Provided**

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

### **1.3 For Respondent Only**

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

### **1.4 Confidentiality**

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

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

### **1.5 Disclaimer**

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



## **1.6 Abide with the universal human rights and Bank's Code of Ethics-**

Successful Vendor/Service Provider/Supplier/ Consultant/Contractor, who will be selected according to the service/work/project for which the proposal or quotation is invited shall comply with the Bank's Code of Ethics which is available on the Bank's website>Shareholder's Corner>Policies/Codes> Our Code of Ethics.

The successful bidder shall comply ESG, BRSR and other related parameters including the Declaration of Human Rights, Inclusive of those in the International Bill of Rights and Declaration of Fundamental Rights at work (1998) as per the International Labour Organization as well as the United Nations Guiding Principles on Business and Human Rights and the National Guidelines on Responsible Business Conduct

## **1.7 Costs Borne by Respondents**

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

## **1.8 No Legal Relationship**

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

## **1.9 Recipient Obligation to Inform Itself**

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

## **1.10 Evaluation of Offers**

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

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

## **1.11 Errors and Omissions**

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than last date of receiving clarifications as specified in **[A] Important Dates (Point 2)**.

## **1.12 Standards**

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

### 1.13 Acceptance of Terms

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

## 2. RFP Response terms.

### 2.1 Lodgement of RFP Response.

#### 2.1.1. Application Money.

##### A. Application Money.

A non-refundable **Application Money of Rs. 25000/-** (Rupees Twenty Five Thousand only) as mentioned in “[A] Important Dates –Application Money” through electronic mode at the time of submission of the technical bid. **Proof of same is to be submitted while opening of eligibility bid** failing which the bid of the concerned bidder may be rejected. This non-refundable fee is to be submitted through the electronic mode to the below mentioned account. The details of the account are as under: -

- Account Number – 29040400000417
- Account Name – Bank of Baroda Branch- BKC, Mumbai
- IFSC- BARB0BANEAS – ‘0’ denotes ‘Zero’

The Bank reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof. Any decision of the Bank in this regard shall be final, conclusive and binding upon the bidders.

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 Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action. 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.

##### B. Bid Security / Earnest Money Deposit

Bidders are required to give a Bid Security/ Earnest Money Deposit of an **amount of Rs. 5,00,000/-** (Rupees Five Lacs only) as mentioned in “[A] Important Dates at the time of submission of the technical bid. The proof of same is to be submitted while opening of eligibility cum technical bid, failing which the bid of the concerned bidder may be rejected.

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 180 days from the Bid closure date. For payment of Earnest Money Deposit through electronic mode, the details of the account are as under :

- Account Number - 29040400000417
- Account Name – Bank of Baroda Branch - BKC, Mumbai
- IFSC- BARB0BANEAS – ‘0’ denotes ‘Zero’

**Non-submission of Earnest Money Deposit in the format prescribed in RFP will lead to outright rejection of the offer.**

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

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

The EMD of unsuccessful bidders will be returned to them on completion of the RFP process/ identification of the successful bidder/ consultant. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee.

**Exemption for application money and EMD amount (For details please refer clause 5.5.1 F)**

Preference to make in India initiative :-

“Bank of Baroda will abide by Govt. of India Public procurement (preference to Make in India) order P-45021/2/2017-B.E.-II Dated 15th June 2017 as applicable to encourage ‘Make in India’ and to promote manufacturing and production of goods and services in India. In case the bidder wishes to avail preference to Make in India order 2017 in public procurement as applicable, bidder may provide self-certification of ‘Local content’ where ‘Local content’ means the amount of value added in India as a percentage of total value in percentage

**The EMD of unsuccessful bidders will be returned to them on completion of the RFP process/ identification of the successful bidder/ consultant. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee.**

**RFP Closing Date** RFP Response should be received by the officials indicated at Bank of Baroda **not later than last date of submission i.e. 5<sup>th</sup> May 2023** as mentioned in [A] Important Dates of this RFP document.

## **2.2 Registration of RFP Response**

The registration of RFP response is effected by the Bank only if the RFP response contains all documents, information, and details required as per this RFP document and as specified therein. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through any other mode, the RFP is liable to be summarily rejected.

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

## **2.3 Late RFP Policy**

Timely submission of responses is strongly encouraged and recommended. RFP responses received after the deadline for lodgment of RFPs are liable to be summarily rejected.

The Bid/ Tender submissions after the lodgment deadline shall however, be documented by the Bank and may be considered and evaluated/ rejected at the absolute discretion of the Bank.

Notwithstanding the above, the Bank has no obligation to accept or act on any reason for a late Tender response. The Bank has no liability to any Respondent who lodges a late tender submission for any reason whatsoever including tender responses taken to be late only because of another condition of responding

## 2.4 RFP Validity period

RFP responses must remain valid and open for evaluation according to their terms for a period of at least -6- months i.e. 180 days from the RFP closing date.

## 2.5 Requests for Information

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

**2.5.2** All questions relating to the RFP, technical or otherwise, must be in writing and communicated to the addresses as mentioned in **[A] Important Dates**. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications.

**2.5.3** The respondent/s must communicate the same in writing to the following email id – [str.hr.bcc@bankofbaroda.com](mailto:hr.bcc@bankofbaroda.com). The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the respondents. However, the Bank will not answer any communication initiated by the Respondents later than the Last Date of receiving clarifications, as mentioned in [A] Important Dates of this RFP.

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

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

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

## 2.6 Notification

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

## 2.7 Disqualification

Any form of canvassing/ lobbying /influence/ query regarding short listing, status etc. will be a disqualification. The Bank shall reject responses to the bid without assigning any reasons to respondent.

## 2.8 Language of Bid

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

## 2.9 Formats of Bids

The Bidders should use the formats prescribed by the Bank in the bid for submitting both Technical and Commercial bids. The Bank reserves the right to ascertain information from the banks and other institutions to which the Bidders have rendered their services for execution of similar projects.

## 2.10 Timeframe

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

## 2.11 RFP Response Submission Details

~2 separate sealed envelopes super-scribed ‘Technical Qualification – Name of the Company’ and ‘Commercial Quote - Name of the Company’ should be placed in one envelope super-scribed – ‘Proposal for engagement of Consultant for Bank of Baroda - Strategic Talent Management, RFP No. BCC:HRM:115:209 dated 15<sup>th</sup> April 2023 should be submitted offline on or before the last date for bid submission at the following address :-

**The General Manager (HRM)**  
**Bank of Baroda**  
**4<sup>th</sup> floor, Baroda Corporate Centre, C-26, G-Block,**  
**Bandra-Kurla Complex, Bandra (East), Mumbai 400 051**

No other form of submission of bids shall be permitted.

The bidders are also required to submit a soft copy of the technical eligibility requirements in a pen drive along with the hard copy. **THE COMMERCIAL QUOTE SHOULD NOT BE SUBMITTED IN SOFT COPY.** The soft copy should be placed in a separate envelope and placed in the main envelope containing the hardcopies of the technical and commercial proposals.

All bid responses/ tenders should contain the following:-

1. **Technical Eligibility Documents** also including :-
  - Proof of transfer of Application Money.
  - Bid Security/ Earnest Money Deposit – **As per Annexure 02/ Annexure 03/ Annexure 08.**
  - Declaration / undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23<sup>rd</sup> July 2020 issued by Ministry of finance department of expenditure – **As per Annexure 04.**
  - Conformity Letter - **As per Annexure 05.**
  - Pre-contract Integrity Pact - **As per Annexure 07.**
  - **Annexures 11, 12 concerning Technical Evaluation Criteria**
2. **Commercial Bid - As per Annexure 08.**

**Conditional Offers/ bids with deviations from the conditions and other requirements stipulated in these documents will be summarily rejected as non-responsive and shall not be considered.**

### **Do's and Don'ts for Bidder**

1. Bidders should not raise request for extension of time on the last day of submission due to non-submission of their bids on time.
2. Part or incomplete submission of bids by the bidders will not be processed and will be summarily rejected.

### **2.12 Important points to be noted:**

**2.12.1** The response should be organized and all the pages of the proposal including annexure and documentary proofs should be numbered and signed by the authorized signatory.

**2.12.2** Copy of the RFP document along with the addendum, if any, duly putting the seal and signature on all the pages of the document for having noted contents and testifying conformance of the terms and conditions set out therein should also be enclosed along with the technical bids in the envelope.

**2.12.3** All responses would be deemed to be irrevocable offers/proposals from the Respondent and if accepted by the Bank form part of the final contract between the Bank and selected Respondent. **The Respondent is requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses (Covering Letter). Unsigned responses would be treated as incomplete and are liable to be rejected.**

### **2.12.4 RFP Coordinator**

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

### **2.13 Commercial Bid**

The Commercial Offer should give all detailed relevant price information and should not contradict the Technical Offer in any manner. There should be no hidden costs or conditions for items quoted. **The offer must be made in Indian Rupees only and the offer should include all taxes, duties, levies etc. except GST (wherever applicable).** The format for submission of Commercial offer is mentioned in Annexure 08. The Bank is not responsible for the arithmetical accuracy of the bid. The selected Bidder will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever will not be responsible for any assumptions made by the Bidder. The Bank at a later date will not accept any plea of the Bidder or changes in the commercial offer for any such assumptions. **Conditional Commercial Bids will be summarily rejected and render the entire bid/ tender as invalid.**

## **3. Terms of Reference**

### **3.1 Introduction and Overview.**

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. The Bank intends to issue this bid document, hereinafter called "RFP", to eligible consultants, to participate in the competitive bidding for Bank of Baroda - Strategic Talent Management.



Effective human resources management plays a crucial role in affecting business outcomes. Through the various interventions mentioned in the RFP, the Bank seeks to have appropriate capacity deployment, build long term capabilities for newer requirements and increased employee satisfaction & motivation, to result in higher productivity and performance and better recruitment & retention of talent. In addition, the Bank seeks to effectively develop a future-ready work force with new-age skills to remain competitive and implement digital banking technologies effectively.

### **3.2 Scope of Work:**

#### **3.2.1 Diagnostic of Bank's systems / policies/ processes pertaining to talent management - skill mapping, learning and development, HR analytics, short-term and long-term manpower planning**

- a. Study the bank's existing process for manpower planning and career path progression
- b. Review of the existing processes and systems pertaining to skill mapping, learning and development, HR analytics at the bank
- c. Feedback from employees and other stakeholders through group discussions, surveys and other mechanisms to understand pain-points across scales pertaining to career path progression, and learning and development ecosystem of the bank.
- d. Based on the findings of this phase, design for key interventions, changes, strategies to be drafted in next phase

#### **3.2.2 Identifying talent skill gaps across existing manpower and strategy to mitigate gaps**

- a. Define employee skillsets (traditional and new age) required for the Bank to function effectively in current state, organize for future vision and compete strongly in future realities.
- b. Assist in evaluation of SAAS platforms / bank's own vendors for development of a digital tool for objective skill assessment and gap assessment across existing manpower.
- c. Digital tool to also suggest personalized upskilling programs and recommendations for employees, where required and incorporate detailed dashboards for skill gaps across verticals, field units, scales & job family
- d. The digital tool should be able to support skill mapping exercise for all scales, and be linked to existing HR tools of the bank as required
- e. Assist in development of the digital tool through the identified vendor to deliver the product to the bank
- f. The digital tool should support skill mapping exercise for all officers.
- g. Design a data-driven demand forecasting technique for traditional banking skills and new-age future skills in the short and long term.
- h. Based on output, identify gaps versus requirements to support Bank vision and develop strategy to address deficit (e.g., requirements of external hiring, re-skilling, up-skilling existing employees)

#### **3.2.3 Manpower assessment, sourcing and career paths in order to create a next-generation talent pool at the bank**

- a. Design framework for long-term manpower assessment and sourcing mix for the bank
  - i. Assess the manpower and skill requirements for the bank in the short and long term
  - ii. Define branch, administrative office and corporate office manpower requirement in line with the changing requirements;
  - iii. Design model to identify the mix of manpower required in the short and long term – e.g., generalists vs specialists, fixed term contractual models at entry and senior levels vs traditional workforce

- iv. Assist in translation of the manpower model to a digital tool (SAAS platform or built by a bank's vendor), linked with the existing HR tools and systems at the bank
- b. Enhance the policy for lateral hiring for critical, mid and senior positions
  - i. Shortlisting key roles where external hiring would be required based on the skill gap analysis
  - ii. Design levels at which lateral hiring should be done with rationale and mix
  - iii. Design of career tracks and compensation models to support lateral hire and retention within the Bank
  - iv. Rollout lateral hire integration strategies to ensure smooth infusion of external recruits within the bank e.g., mentorship program and dedicated grooming plan for junior roles
- c. Revamp the bank's career path framework, to be integrated with the bank's skill assessment and requirement
  - i. Revamp the design of the bank's career path framework, based on the assessed skills vs the skill gaps of the bank;
  - ii. Define integration of career paths with role allocation, placements, performance management, learning and development and succession planning ;
  - iii. Support in creation of learning calendar (trainings, certifications, workshops etc.) to improve specialization building for allocated officers, integrated with PMS

### **3.2.4 Re-imagination of learning and development practices and processes in order to establish a best-in-class ecosystem for development and growth**

- a. Establish Centers-of-Excellence (COE) to promote and prioritize development in key focus areas / new age skills of the Bank with support in scale-up of the L&D ecosystem.
  - i. Identify themes for establishing COEs basis emerging needs and future vision of the Bank.
  - ii. Define key features and initiatives of proposed COE basis industry best-practices.
  - iii. Define new organizational structure, manpower requirement, and talent requirement for new COEs.
  - iv. Create a detailed project plan for design and implementation of identified COE and set-up a robust project management and progress review process.
  - v. Drive setup of the COE governance structure (advisory council, learning committees, etc.) to ensure initiative identification, implementation monitoring and tracking of achieved outcomes.
  - vi. Support the bank in forging new partnerships with external organizations to drive learning and development in COEs
  - vii. Drive physical infrastructure and technology-based capability build to support new-age learning methods
  - viii. Assist in developing R&D capabilities and advanced learning and development skill sets among faculties at Centers of Excellence
- b. Identify talent needed to create a strong internal ecosystem of trainers and coaches
  - i. Identify skill and manpower gap in existing Bank learning and development structure which are to be addressed
  - ii. Define a roadmap aimed at making the Bank self-sufficient to meet its training and development needs.
  - iii. Strategically on-board external talent to accelerate the availability of required internal talent pool (e.g., experienced coaches, tenured trainers, etc.).
  - iv. Plan for crowd sourcing of ideas and training materials.



### 3.2.5 Next-generation analytics to accelerate employee performance

- a. Assess viability of designing HR analytics use-cases to provide next level insights to support field performance orientation and target achievement
- b. Design and implementation of finalized HR analytics use-cases to drive performance improvement and talent engagement. Examples could include - data-driven performance improvement plans for bottom performers, Link additional interventions (e.g., L&D nominations, postings, career paths etc.)
- c. Design working model, responsibilities and KRAs for a People Analytics Unit
- d. Create a roadmap for short term, medium term and long-term priorities for this unit

### 3.2.6 Support in knowledge transfer / implementation / handholding

- a. Handholding in execution of initiatives: Implement pilots/ full-scale initiatives for the revamped talent management tools and processes, identify and resolve implementation challenges, monitor initiative progress
- b. Change management
  - i. Enable the organization in the transition effectively to the new/ modified HR model, processes and systems and ensure a smooth transition
  - ii. Design and implement change management initiatives to drive adoption for the re-designed processes and create long term sustainable behavioral change.
- c. Communication and awareness
  - i. Ensure transparent, timely and specific communication to employees about the transformation
  - ii. Drive overall branding and communication to support adoption
- d. Continued monitoring
  - i. Setting-up mechanisms to measure the effectiveness of the initiatives and governance mechanisms to ensure ongoing maintenance of the new initiatives
  - ii. Create capabilities to identify and adopt new ideas

## 3.3 Timeframe and milestones

- The Consultant will be on-boarded initially for a period of 12 months. The assignment can be extended further for up to 12 months based on the Bank's discretion on the same commercial terms as per requirements of the Bank.
- Bank of Baroda may, subject to the general terms of this RFP, include additional scope elements within the tenure of this RFP and extensions thereof. The consultant will be paid separately for the additional scope based on the man-months required and the rate per man-month agreed as part of this RFP.
- The bid amount should be for delivery of the entire scope as per 3.2 above. Any extension of time to complete the delivery of the scope will be without any additional cost to the Bank.
- Any further extension of the contract will be as per mutually agreed terms.
- The consultant will work with the Bank to achieve the deliverables as per the scope detailed in 3.2 above. **The detailed delivery plan will be drawn up post engagement of the successful bidder.**

## 3.4 Team

The Selected Bidder will work with the HR Team for execution of this assignment and will ensure knowledge sharing and transfer all through the assignment. The team of Bidder shall work under the overall guidance and supervision of the Top Executives of the Bank. As and when need arises, subject matter experts needed to support various aspects of the assignment and should be available to supplement the efforts of the on-site Team.

The Bank expects prospective partner to deploy adequate on-site team to understand the HR Processes of the Bank, identify gaps in performance, compare aspects of performance (functions

or processes) with best-in-class practitioners, and suggest fresh approaches to bring about improvements in performance as per the Scope of work. The team will be responsible for delivering on the above scope. The bidder should have the ability to provide full-time on-site resources in Mumbai and/ or Vadodara or any other city as desired by the Bank. No sub-contracting of any of the work involved in this project is permissible unless expressly allowed by the Bank. A confirmation to this effect will be required.

#### **4. Bid Evaluation Process**

A two bid system is adopted for selection of the Bidder:

- a. Stage 1 - Eligibility Bid evaluation
- b. Stage 2 - Evaluation methodology for eligible Bidders
  - i. Technical Bid Evaluation
  - ii. Commercial Bid Evaluation
  - iii. Weighted evaluation

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

##### **4.1 Eligibility Bid**

It is mandatory for the potential bidders to ensure that the minimum eligibility criteria stipulated in **Annexure 01** are met in order to participate in the process.

##### **4.2 Evaluation Methodology for Eligible Bidder**

After qualifying in the eligibility criteria, the evaluation will be a three stage process on basis of techno-commercial evaluation criteria. The stages are:

- i) **Technical Bid Evaluation**
- ii) **Commercial Bid Evaluation**
- iii) **Weighted evaluation**

The technical evaluation and the commercial evaluation shall have the weightage of 80% and 20% respectively and this weightage shall be considered for arriving at the successful Bidder. The evaluation methodology vis-à-vis the weightages are as under:

#### 4.2.1 Technical Bid Evaluation:

Based on the details submitted by the Bidder in the Technical Bid, the Technical Evaluation of the eligible Bidder will be carried out as furnished below:

Criteria	Evaluation Parameters	Max Marks	Required Documents
1. Experience	<p><b>Experience of projects as per context of this RFP</b></p> <p>Experience and Credentials in implementation of Talent Management/ HR Transformation /Human Resources related project in India done in last 5 years with Public Sector Banks/ Private Sector Banks / BFSI/ Public Sector Enterprise from the date of issuance of RFP with minimum Project duration of 6 months.</p> <p>Both Ongoing as well as Completed Projects will be considered.</p> <p><b>Scoring Methodology-</b></p> <ul style="list-style-type: none"> <li>• <b>20 marks-</b> if the criteria are met for 7 or more Public/ Private Sector Banks/ BFSI, Public Sector Enterprise</li> <li>• <b>10 marks</b> - if the criteria are met for 3 Public/ Private Sector Banks/BFSI, Public Sector Enterprise</li> <li>• <b>05 marks</b> - if the criteria is met for 1 Public/ Private Sector Banks/ BFSI, Public Sector Enterprise</li> </ul>	20	<p>Evidence for work done in the projects to be provided by the consultant through reference letters on client's letter head or completion certifications on the client's letter head or letter of award of contract or self-declaration.</p> <p>In case self-declaration is submitted, the contact / SPOC details (Mobile No. &amp; email ID) of the client should be necessarily mentioned for reference checks.</p>
	<p><b>Specific experience of the consultant with respect to scope of this RFP</b></p> <p>One detailed case studies where the Consulting Agency Bidder has directly provided management consulting services to Indian Public Sector organizations in projects directly covering the scope of this RFP.</p>	10	<p>Case study highlighting the context and complexity of the project, key design suggestions, key deliverables and results achieved along with reference letters on client's letter head or completion certifications on the client's letter head or letter of award of contract or self-declaration.</p> <p>In case self-declaration is submitted, the contact / SPOC details (Mobile No. &amp; email ID) of the client should be necessarily mentioned for reference checks</p> <p>Evaluation of the nature of the work based on submitted details of the projects.</p> <p>Quality of interaction during the presentation to the evaluation committee.</p>

Criteria	Evaluation Parameters	Max Marks	Required Documents
			<i>(Decision of the Technical Evaluation Committee in this regard shall be final)</i>
<b>2. Approach and Methodology</b>	<ul style="list-style-type: none"> <li>Understanding context of Bank of Baroda and of Indian Public Sector Banks</li> <li>Understanding of the scope of the assignment demonstrated in the response to the RFP</li> <li>Proposed approach and methodology for the entire scope of work.</li> <li>Availability of tools, templates, standard operating procedures &amp; best practices to be adopted</li> <li>Relevance and robustness of project plan created by the bidder in terms of delivering outcomes and meeting timelines</li> <li>Learnings from previous work.</li> </ul>	40	<p>Assessment of submission by Evaluation Committee</p> <p>Quality of interaction during the presentation to the evaluation committee.</p> <p><i>(Decision of the Technical Evaluation Committee in this regard shall be final)</i></p>
<b>3. Suitability of key resources who shall be associated with the project under reference.</b>  <i>(all key resources should be permanent employees on the rolls of the bidder)</i>	<ul style="list-style-type: none"> <li><b>10 marks</b> - Profiles of Program Directors.</li> <li><b>5 marks</b> - Profile of subject experts, who are working as full-time employees or partners with the bidder.</li> <li><b>5 marks</b> - Profiles of project manager and other team members.</li> </ul> <p>The program Directors should have advised/ be advising public sector banks, private sector banks, NBFCs in India on one or more of topics covered in the experience section above in the last five years from the date of issuance of RFP in the capacity of a Project Head / Project Director (and not in an expert capacity).</p>	20	<p>Profiles of team members being submitted should cover:</p> <ul style="list-style-type: none"> <li>Back-ground and management consulting experience</li> <li>Experience of relevant engagements</li> <li>Educational qualifications</li> </ul> <p><i>(Decision of the Technical Evaluation Committee in this regard shall be final)</i></p>
<b>4. Change Management</b>	Experience of program implementation and change management, enablement and approach adopted for the program.	10	<p>Assessment of submission by Evaluation Committee.</p> <p>Quality of interaction during the presentation to the evaluation committee.</p> <p><i>(Decision of the Technical Evaluation Committee in this regard shall be final)</i></p>
	<b>TOTAL</b>	<b>100</b>	

**Bidder with minimum score of 70% will be selected for next stage of evaluation.**

In case none of the eligible bidders secure 70% marks as stipulated above, the Bank, may purely in its discretion, lower the cut-off marks for all the eligible bidders and such decision will be intimated to all the eligible bidders vide email/ addendum to the RFP.

#### 4.2.2 Techno-commercial evaluation criteria

The evaluation will be techno-commercial and accordingly 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. The evaluation methodologies vis-a-vis the weightages are as under:

Minimum technical score for qualification for commercial bid opening will be 70 out of 100.

The Score will be calculated for all eligible and technically qualified Bidders based on the following formula:

$$S = (T/T \text{ High} \times 80) + (C \text{ Low}/C \times 20)$$

Where:

S = Score of the Bidder

T = Technical score of the Bidder

T High = Highest Technical score among the Bidders

C = Quote as provided by the Bidder (please refer to Annexure 08)

C Low = Lowest Quote of C among the Bidders

The Firm securing the highest score becomes the successful Firm

For example - There are three bidders A, B and C.

Technical score will be arrived at treating the marks of the bidder scoring the highest marks (say A) in technical evaluation as 100. Technical score for other bidders (B, C, etc.) will be computed using the formula Marks of B/ Marks of highest scorer A \* 80.

Similarly Commercial Score of all technically cleared bidders will be arrived at taking the cost quoted by L1 bidder i.e., the lowest quote from technically qualified bidder (say C) as 100. Marks for other bidders will be calculated using the formula:

$$\text{Commercial Score} = \text{Cost quoted by L1 bidder} / \text{Cost quoted by bidder} \times 20.$$

A "Combined score will be arrived at, taking into account both marks scored through Technical Proposal evaluation and the nominal commercial quotes, with a weightage of 80% for the Technical Proposal and 20% for the Commercial Proposal. The combined score is arrived at by adding Technical Score and Commercial Score. The successful bidder will be the one who has highest Combined Score

Sr. No	Bidder	Technical Evaluation marks (T)	Commercial Price in INR (C)	Technical Score	Commercial Score	Combined score (out of 100)
1	A	95	71	$95/95 \times 80 = 80$	$60/71 \times 20 = 16.90$	$80 + 16.90 = 96.90$
2	B	85	65	$85/95 \times 80 = 71.57$	$60/65 \times 20 = 18.46$	$71.57 + 18.46 = 90.03$
3	C	90	60	$90/95 \times 80 = 75.78$	$60/60 \times 20 = 20$	$75.78 + 20 = 95.98$

In the above example, Bidder A with highest score becomes the successful bidder.

## 5. Terms and conditions

### 5.1 General Terms

**5.1.1** The Bank expects the Bidder to adhere to the terms of this bid document and would not accept any deviations to the same. If the Bidder has absolutely genuine issues only then should they provide their nature of non-compliance to the same The Bank reserves its right to not accept such deviations to the bid terms.

**5.1.2** The Bank expects that the Bidder engaged under the bid document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.

**5.1.3** Unless agreed to specifically by the Bank in writing for any changes to the bid document issued the Bidder responses would not be incorporated automatically in the bid document.

**5.1.4** Unless expressly overridden by the specific agreement to be entered into between the Bank and the Bidder, the bid document shall be the governing document for arrangement between the Bank and the Bidder.

### 5.2 Rules for Responding to this RFP

**5.2.1** Last date for submission of bids is as mentioned in **[A] Important Dates.**

**5.2.2** All responses received after the due date/time would be considered late and would be liable to be rejected.

**5.2.3** All responses should be in English language. All responses by the Bidder to this bid document shall be binding on such Bidder for a period of -6- months after opening of the commercial bids.

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

**5.2.5** The technical and commercial bid, submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted by the Bank. In case, due to unavoidable circumstances, the Bank does not award the contract within -06- months from the last date of the submission of the commercial bids, and there is a possibility to award the same within a short duration, the Bidder would have the choice to maintain the EMD or Bank guarantee in lieu of EMD with the Bank or to withdraw the bid and obtain the security provided.

**5.2.6** The Bidder may withdraw its offer after submission, provided that, the Bank, prior to the closing date and time, and receives a written notice of the withdrawal prescribed for submission of offers. No offer can be withdrawn by the Bidder subsequent to the closing date and time for submission of the offers.

**5.2.7** In case of discrepancy in soft copy and hard copy of the bids, the Bidders agree that Bank can consider hard copy as final and it will be binding on the Bidder. The Bank in this case may also reject the offer outright.

**5.2.8** Bidder must furnish requirements as per the formats provided in the RFP document.



- 5.2.9** The Bank is not responsible for any assumptions or judgments made by the Bidder for proposing and preparing the response to this RFP. The Bank's interpretation will be final.
- 5.2.10** The Bank ascertains and concludes that everything as mentioned in the bid documents circulated to the Bidder and responded by the Bidders have been quoted by the Bidder, and there will be no extra cost associated with the same in case the Bidder has not quoted for the same.
- 5.2.11** All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the Bidder to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
- 5.2.12** The Bidder at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules etc., as mentioned in the bid document circulated by the Bank. Bidder shall be fully responsible for deviations to the terms & conditions etc. as proposed in the bid document.
- 5.2.13** The Bank is not responsible for any assumptions or judgements made by the bidder for proposing the deliverables. The Bank's interpretation will be final.

**5.2.14 Bid by Related Parties:**

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

- a) Bids submitted by the holding company and its subsidiary
- b) Bids submitted by two or more companies having common director/s
- c) Bids submitted by two or more Limited Liability Partnership (LLP) firms having common partners
- d) Bids submitted by two or more companies in the same group of promoters/ management
- e) Any other bid in the sole discretion of the Bank is in the nature of multiple bids.

**5.3 Commercial/Price Bids**

- 5.3.1** The Bidder is requested to quote in Indian Rupee (INR). Bids in currencies other than INR would not be considered. The date for opening of commercial bids would be communicated separately to the eligible Bidders post the completion of the eligibility and technical evaluation.
- 5.3.2** The prices and other terms offered by Bidders must be firm for an acceptance period of -6-months from the opening of the commercial bid.
- 5.3.3** The prices quoted by the Bidder shall be inclusive of all taxes, duties, levies etc. except GST. There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- 5.3.4** Terms of payment as indicated in the RFP under 'Payment Terms' will be final and binding on the Bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Payment Terms, the Bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Payment Terms will not hold good against the Bank.

## 5.4 Price Comparisons

- 5.4.1** The Price offer shall be on a fixed price basis and should be inclusive of all taxes, duties, levies etc. except GST (wherever applicable) which will be paid. There will be no price escalation for during the contract period. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- 5.4.2** The successful Bidder will be determined on the basis of evaluation mentioned in Clause 4 above.
- 5.4.3** The Bidder is expected to provide for services which are required to be extended by the Bidder in accordance with the terms and conditions of this RFP.
- 5.4.4** The prices quoted by the consultant/ bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

## 5.5 Bid Security and Performance Guarantee

### 5.5.1 Bid Security/Earnest Money Deposit (EMD)

- A. **The Bidder shall furnish, as part of its commercial bid, Bid Security/Earnest Money Deposit (EMD) of an amount of Rs.5,00,000/- (Rupees Five Lacs Only)** by way of online payment/ Demand Draft/ Pay Order to Bank of Baroda, BKC, Mumbai or a Bank Guarantee of an equal amount issued by a Commercial Bank (other than BOB) located in India, valid for 90 days from the bid closing date, in the format provided in the RFP (Annexure – 2/ Annexure 3).
- B. Technical Bids/ Commercials Offers made without the Bid Security/Earnest Money Deposit (EMD) will be rejected.
- C. The amount of Bid Security/Earnest Money Deposit (EMD) would be forfeited in the following scenarios:
- In case the Bidder withdraws the bid prior to completion of bidding process the bid for any reason whatsoever;
  - In case the Bidder refuses to accept and sign the contract as specified in this document within -1- month of issue of work order /letter of intent for any reason whatsoever or
  - In case the successful Bidder fails to provide the performance guarantee within -1- month from the issuance date of letter of intent/ work order, for any reason whatsoever.
  - To comply with any other condition precedent to signing the contract specified in the solicitation documents
- D. Unsuccessful Bidder – Bid Security/Earnest money deposit or bank guarantee will be returned by the Bank within one month from closure of the RFP process. No interest shall be paid on earnest money deposit to unsuccessful Bidders.
- E. **Successful Bidder:** Bid security money deposit or Bank Guarantee will be discharged upon the bidder furnishing the Performance Bank Guarantee. The Bid security money of the successful bidder may be forfeited or the Bank guarantee in lieu of Bid security money may be invoked by the Bank if the bidder fails to furnish performance guarantee within 30 days from the date of Bank placing the order or any reason whatsoever and / or the bidder refuses to accept and sign the contract within 1 month of issue of contract order / letter of intent for any reason whatsoever.



- F. Exemption from submission of EMD and tender cost shall be given to bidders, who are Micro and Small Enterprises (MSE) / Startups. The bidders who are MSE has to submit necessary document issued by NSIC and the bidder who are startups has to be recognized by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD and tender cost exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC/DIPP which are valid on last date of submission of the tender documents. MSE/startups firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for EMD and Tender cost exemption. (Duly filled and signed **(BID SECURITY DECLARATION FORM for exemption from submission of EMD as per Annexure 04)** to be submitted.

## 5.6 Performance Bank Guarantee

- A. The successful Bidder shall provide a Performance Bank Guarantee of 3% of the contract value within -30- days from the date of letter of appointment or signing of the contract whichever is earlier in the format as provided in **Annexure - 09**. The guarantee should be of that of a nationalized Bank only, other than Bank of Baroda. The Performance Guarantee shall be for the entire period of the contract plus -3- months and such other extended period as the Bank may decide mutually for due performance of the project obligations.
- B. In the event of non-performance of obligation or failure to meet terms of this Bid and subsequent contract the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the Bidder should be included in the remaining amount of the contract value.
- C. The Bank reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.
- D. If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order/ contract and the Bid Security/Earnest Money Deposit (EMD) taken from the Bidder, will be forfeited.

## 5.7 Resource planning

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. as detailed in the Technical Evaluation.

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 Bidder can do so only with 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 made by the Bank to the Bidder 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.

## 5.8 Others

- 5.8.1 Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to select a Bidder shall not result in any claim whatsoever against the Bank. The Bank

reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.

- 5.8.2** By submitting a proposal, the Bidder agrees to promptly contract with the Bank for any work awarded to the Bidder as per this RFP. Failure on the part of the awarded Bidder to execute a valid agreement with the Bank will relieve the Bank of any obligation to the Bidder, and a different Bidder may be selected based on the selection process.
- 5.8.3** The terms and conditions as specified in the RFP and addendums thereafter, if any, are final and binding on the Bidders. In the event, the Bidder is not willing to accept the terms and conditions of the Bank, the Bidder may be disqualified. Any additional or different terms and conditions proposed by the Bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing.
- 5.8.4** The Bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the Bank. The Bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Bidder to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.
- 5.8.5** The Bidder shall represent that the services provided and/or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The Bidder further represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the services (as applicable), and shall be prepared and maintained in accordance with the highest industry standards. The Bidder represents and agrees to obtain and maintain validity throughout the specified term, of all appropriate registrations permissions and approvals, which are statutorily required to be obtained by the Bidder for performance of the obligations of the Bidder. The Bidder further agrees to inform and assist the Bank for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Bank for availing services from the Bidder.
- 5.8.6** All terms and conditions, payments schedules, time frame for expected service levels as per this bid will remain unchanged unless explicitly communicated by the Bank in writing to the Bidder. The Bank shall not be responsible for any judgments made by the Bidder with respect to any aspect of the Service. The Bidder shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels, time frame for site availability etc. as mentioned in this bid document.
- 5.8.7** The Bank and the Bidder covenants and represents to the other Party the following:
- A. It is duly incorporated, validly existing and in good standing under 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 there under. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are

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

**5.8.8** The execution, delivery and performance under the RFP by the bidder:

- A. Will not violate or contravene any provision of its documents of incorporation;
- B. Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
- C. Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;
- D. To the best of its knowledge, after reasonable investigation, no representation or warranty by the bidder, and no document furnished or to be furnished to the Bank, 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 bidder and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

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

**5.8.10** The Bank would not assume any expenses incurred by the Bidder in preparation of the response to this RFP and also would not return the bid documents to the Bidders.

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

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

**5.8.13** Bidder shall withdraw or bar any of its employee/s from the provision of the services if, In the opinion of Bank:

- A. The quality of services rendered by the said employee is not up to the satisfaction of the Bank; or
- B. The engagement or provision of the services by any particular employee is prejudicial to the interest of Bank.

## **5.9 Other RFP Requirements**

**5.9.1** This bid document may undergo change by either additions or deletions or modifications before the actual award of the contract by the Bank. The Bank also reserves the right to

change any terms and conditions including eligibility criteria of the bid document and its subsequent addendums as it deems necessary at its sole discretion. The Bank will inform all Bidders about changes, if any.

- 5.9.2** The Bank may revise any part of the bid document, by providing a written addendum at stage till the award of the contract. The Bank reserves the right to issue revisions to this bid document at any time before the award date.
- 5.9.3** The Bank reserves the right to extend the dates for submission of responses to this document.
- 5.9.4** Bidders shall have the opportunity to clarify doubts pertaining to the bid document in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to the RFP Coordinator, Bank of Baroda at the address mentioned earlier, 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 distributed to all the Bidders in the form of electronic mail or hardcopy or newspaper journals; the preference for distribution would be with the Bank. The Bidder, who posed the question, will remain anonymous.
- 5.9.5** Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all Bidders and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.
- 5.9.6** Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all Bidders for clarification of their offer. The Bank has the right to disqualify the Bidder whose clarification is found not suitable to the proposed project.
- 5.9.7** No Commitment to Accept Lowest bid or Any Bid – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Bid notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of contract. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of the contract.
- 5.9.8** Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- 5.9.9** Price Discussion – It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful Bidder in discussions on the prices quoted.
- 5.9.10** Right to Alter – The Bank reserves the right to alter the requirements specified in the RFP document. The Bank will inform all Bidders about changes, if any. The Bidder agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities

**5.9.11** If the Bank is not satisfied with the technical specifications in any Bid and observes major deviations, the technical bids of such Bidders will not be short-listed for selection. No further discussions shall be entertained with such Bidders in respect of the subject technical bid.

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

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

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

## **5.10 Payment Terms & Other Conditions.**

### **5.10.1 Payment Terms**

The payments shall be released to the selected bidder as per following schedule :-

<b>Payment milestone</b>	<b>Payment Terms w.r.t. Project Cost after sign-off from the Bank</b>
Conclusion of diagnostic of Bank’s systems/ processes pertaining to Talent Management, Skill Mapping, Learning & Development, HR Analytics and Manpower Planning.	15%
<b>Submission of detailed analysis on skill gaps across existing manpower and strategy to mitigate gaps</b> which includes defining employee skill sets (traditional and new age), assist in evaluation and development of digital tool through identified vendor for personalized upskilling programs and recommendations for employees, incorporate detailed dashboards for skill gaps across the Bank, design a data-driven demand forecasting technique etc.	15%
<b>Conclusion of manpower assessment framework</b> which includes assessment of manpower and skill requirements of the Bank, define unit-wise manpower requirement, design model to identify the mix of manpower in short & long term, assist in translation of manpower model to a digital tool, shortlisting key roles for external hiring, design career tracks and compensation models to support lateral hire, rollout lateral hire integration strategies, revamp bank’s career path framework, define integration of career paths with role allocation, placements etc,	20%



<b>Payment milestone</b>	<b>Payment Terms w.r.t. Project Cost after sign-off from the Bank</b>
<b>On establishment of Centre of Excellence/ Scale-Up of Learning &amp; Development System of the Bank</b> which includes identifying themes for establishing COEs, define new organizational structure, manpower requirement and talent requirement for new COEs, drive set-up of the COE governance structure, support the Bank in forging new partnerships with external organizations to drive L&D in COEs, assist in developing R&D capabilities and advanced learning and development skill sets among faculties etc.	20%
<b>Submission of working model of People Analytics Unit</b>	15%
<b>Final Handover of the project/ knowledge transfer</b>	15%
<b>TOTAL PAYMENT</b>	<b>100%</b>

Any extension of time granted by the Bank to complete the delivery of scope will be without any additional cost to the Bank. The Bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the Bidders must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder.

Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the Bank during the course of the assignment, the Bank will not pay the fees quoted by the Bidder in the price bid against such activity/item.

A. Other conditions:

- i) There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the Bidders throughout the contract period. But, any benefit arising out of any subsequent reduction in the prices due to reduction in duty & taxes after the prices are fixed and before the delivery should be passed on to the Bank.
- ii) Payment will be released by the Bank, as per above payment terms on submission of deliverables generated by the selected bidder and subsequently verified by the Bank and shall be paid by the Bank within a period of -30- days of date of receipt of undisputed invoice by the Bank.
- iii) The Bank will pay invoices within a period of -30- days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected Bidder within -15- days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within -15- days from the date the dispute stands resolved.
- iv) Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to earmark, set-off or adjust any amount due to Bank under any of the clauses of this RFP or subsequent agreement for delay, failure or non-performance of any condition, undertaking, and commitment or for breach of any terms of this agreement.

The duration of the project is delivery based. The Consultant will be engaged for deliverables as per scope of the project. The completion of the project will depend upon submission of deliverables and acceptance of completion certificate by the Bank.

## **6. General Terms and Conditions**

### **6.1 Dispute Resolution**

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

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

If after -30- days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Bank, the Bank and the Bidder have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.

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

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

### **6.2 Governing Laws**

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

### **6.3 Assignment**

The Bidder agrees that the Bidder 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 Bidder'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 Bidder under this RFP.

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

## 6.4 Termination

Bank shall have the option to terminate this RFP any time or at any stage without giving notice and without giving any reason. Bank also shall have right to terminate any subsequent agreement and / or any particular order, in whole or in part without assigning any reason by giving Bidder at least - 3- months prior notice in writing. It is clarified that the Bidder shall not terminate the subsequent Agreement for convenience.

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

- A. Such breach is not cured within -30- Working Days after Bank gives written notice; or
- B. if such breach is not of the type that could be cured within -30- Working Days, failure by Bidder to provide Bank, within -30- Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or

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

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

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

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

## 6.5 Publicity

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

## 6.6 Solicitation of Employees

The selected Bidder, during the term of the contract shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.



## 6.7 Inspection of Records

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

## 6.8 Visitorial Rights

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

## 6.9 Compliance with Laws

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

The Bidder should adhere to laws of the land and rules, regulations and guidelines issued by the various Regulatory, Statutory and Government authorities in respect of Data Privacy and especially the guidelines issued by RBI with respect to outsourcing and protection of SPDI (sensitive personal data or information) as per IT (Amendment) Act 2008.

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

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

## 6.10 Indemnity

The Bidder 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:

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

Bank shall notify the bidder in writing as soon as practicable when the Bank becomes aware of the claim, and cooperates with the Vendor in the defense and settlement of the claims.

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

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

In the event of successful vendor not fulfilling its obligations under this clause within the period specified in the notice issued by banks, they have the right to recover the amounts due to it under this provision from any amount payable to the Bidder under this project.

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

### **6.11 Corrupt and Fraudulent Practices**

1. As per Central Vigilance Commission (CVC) directives, it is required that Bidders/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
  - A. "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
  - B. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

Bidders responding to this RFP need to sign the Integrity Pact (IP) as per attached Annexure - 07 which will be also signed by Banks representative.

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

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

### **6.12 Violation of Terms**

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this tender document.

These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

### **6.13 Authorized Signatory**

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

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

The selected Bidder shall execute a) Service Level Agreement (SLA) and b) Non-Disclosure Agreement (NDA) as per Annexure 10 which contains all the services, terms and conditions of the services to be extended as detailed therein. The successful bidder shall execute the SLA and NDA and provide the same along with acceptance of work order

All the expenses related to execution of the document such as the applicable stamp duty and registration charges, if any, shall be borne by the successful bidder.

### **6.15 Right to Reject Bids**

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

- A. It is not in conformity with the instructions mentioned in the RFP document.
- B. It is not accompanied by the requisite Application Money and Bid Security/Earnest Money Deposit (EMD)
- C. It is not properly or duly signed.
- D. It is received through Telex / telegram / fax
- E. It is received after expiry of the due date and time.
- F. It is incomplete including non- furnishing the required documents.
- G. It is evasive or contains incorrect information.
- H. There is canvassing of any kind.
- I. It is submitted anywhere other than the place mentioned in the RFP.

### **6.16 Ownership, Grant and delivery**

The deliverables, report, findings, etc. of external strategic consultant will be regarded as sole property of Bank.

## 6.17 Grievance Redressal

Any Bidder who claims to have a grievance against a decision or action with regards to the provisions of this RFP may file a request to General Manager (HRM), at [hrm.bcc@bankofbaroda.com](mailto:hrm.bcc@bankofbaroda.com). It may please be noted that the grievance can be filed by only that Bidder who has participated in Procurement proceedings in accordance with the provisions of this RFP.

**ELIGIBILITY CRITERIA**

S. No.	Criteria Details	Supporting Documents by Bidder
1.	Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/ 2013 or Partnership firm / LLP registered in India under Partnership Act 1932/2008 (as amended), for the last 3 years as on RFP issuance date.	Certificate of Incorporation/ Registered Partnership Deed, PAN, TAN, GSTIN Certificate and any other tax related document if applicable, along with the copies of Memorandum of Association and Articles of Association are required to be submitted along with the eligibility bid.
2.	Bidder should have experience of at least one completed assignment in HR transformation with a Public Sector Bank / Private Sector Bank / BFSI (of at least six-month duration) within last three years of the issue of this RFP.	Reference letters or completion certification or award of contract on client's letter head or self-declaration on bidder's letter head.  <i>The self-declaration should bear the contact details of the client (Mobile No and email ID)</i>
3.	<p>The Bidder should be a Management Consulting Firm with an annual revenue of at least INR 250 crore in each of the three financial years (i.e. 2021-22, 2020-21 &amp; 2019-20). If the financial year is calendar year then the last 3 years will be 2022, 2021 &amp; 2020.</p> <p>Management consulting firm refers to a firm involved in assisting and advising organizations in business strategy / operations / performance / transformation / turnaround / organization design / digital transformation / HR transformation through specialized expertise &amp; experience.</p> <p>Revenues refer to revenues that the management consulting firm has earned as advisory fees in India through specialized expertise &amp; experience</p> <p><b>Consortium bidding is not allowed. Credentials and resources including key personnel of only one and the sole bidder will be considered for evaluation.</b></p>	Copy of Audited Balance Sheet and P&L statement for the financial years. In case audited financial statement for latest year is not available a copy of provisional accounts to be submitted
4.	The Bidder should be a profit-making company/ firm for the last three consecutive financial years (2021-22, 2020-2021, 2019-20). If the financial year is calendar year then the last 3 years will be 2022, 2021 & 2020.	Copy of Audited Balance Sheet and P&L statement for the financial years. In case audited financial statement for latest year is not available a copy of provisional accounts to be submitted

S. No.	Criteria Details	Supporting Documents by Bidder
5.	The bidding company should not have been censured / blacklisted / banned / barred / disqualified / prohibited by any central ministry or state government or their ministries / departments, or any regulator or any court of law including NCLT / NCLAT or any quasi-judicial authority or any other statutory authority.	A Self-Declaration to be furnished by the Bidder on the Company's letter head.
6.	The Bidder should have neither failed to perform on any agreement during the last three years, as, evidenced by imposition of a penalty by an arbitral or judicial pronouncement or awarded against the Bidder or its Affiliates /Group Companies/memberfirms, nor from any project or agreement nor had any agreement terminated for breach by such Bidder or of its Affiliates/Group Companies/ member firms.	A Self-Declaration to be furnished by the Bidder on the Company's letter head.
7.	The Bidder's Firm should not be owned or controlled by any Director or Employee (or Relatives) of the Bank.	A Self-Declaration by the Bidder's Firm on Company's letter head.

**BID SECURITY/ EARNEST MONEY DEPOSIT (EMD) LETTER**  
**(To be submitted along in the envelope super scribed 'Technical Eligibility Documents')**

1. WHEREAS, ..... (hereinafter referred to as "Bidder") has submitted its proposal and response dated... (hereinafter referred to as "Bid") for Strategic Talent Management of the Bank as described in the Request for Proposal No. BCC:HRM:115/209 dated 15.04.2023 along with its amendments/Annexures and other ancillary documents (hereinafter referred to as "RFP") as issued by Bank of Baroda.
  2. We ..... having our registered office at .....(hereinafter called the 'BIDDER') are offering security deposit of Rs. \_/- (Rupees only) vide [online transfer/ demand draft / pay order / issued by a scheduled/ Commercial Bank] bearing No. \_\_\_\_\_ dated \_\_\_ [drawn on/ issued by] \_\_\_\_\_ **(enclosed)** (hereinafter referred to as "Bid Security") favoring 'Bank of Baroda for consideration of the Bid of the above mentioned Bidder. **For online transfer, UTR No and details of transaction to be submitted.**
  3. The Bidder specifically acknowledges and agrees that the Bidder has furnished his Bid on the understanding and condition that, if the Bidder:
    - a) Withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Documents or
    - b) Having been notified of the acceptance of its Bid by Bank of Baroda during the period of validity:
      - i. Fails or refuses to execute the contract form if required; or
      - ii. Fails or refuses to furnish the Performance Security, in accordance with the instruction to Bidders.
- Bank of Baroda has the right to forfeit the entire Bid Security amount merely on the occurrence of one or more of the foregoing events without demur or a written demand or notice to the Bidder.
4. The Bid Security shall be returned to unsuccessful Bidders within 30 days from the date of the award of contract to a successful bidder. The Bid Security shall be returned to the successful Bidder upon furnishing of Performance Security in accordance with the instructions of the Bidder.
  5. The Bidder undertakes that it will not cancel the Bid Security referred to above till the Bidder is returned the Bid Security from Bank of Baroda in accordance with the foregoing conditions.
  6. The Bidder represents and warrants that the Bidder has obtained all necessary approvals, permissions and consents and has full power and authority to issue this Bid Security and perform its obligations hereunder, and the Bidder has taken all corporate, legal and other actions necessary or advisable to authorize the execution, delivery and performance of this Bid Security. The absence or deficiency of authority or power on the part of the Bidder to issue this Bid Security or any irregularity in exercise of such powers shall not affect the liability of the Bidder under this Bid Security.

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

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Seal and signature of the Bidder



**BANK GUARANTEE (BG) IN LIEU OF BID SECURITY/ EARNEST MONEY DEPOSIT (EMD)**  
**(To be submitted along in the envelope super scribed 'Technical Eligibility Documents')**

To  
The General Manager (HRM)  
Bank of Baroda, Baroda Corporate Centre  
C-26, G-Block, Bandra Kurla Complex,  
Bandra (East), Mumbai - 400 051

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

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

The conditions of this obligation are:

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

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

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

Notwithstanding any other term contained herein

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

Place:

SEAL \_\_\_\_\_ Code No. \_\_\_\_\_ SIGNATURE.NOTE:  
BIDDER 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.



**BID SECURITY DECLARATION FORM****(To be submitted by bidders seeking exemption from submission of EMD/ Bid Security)**

Date:..... RFP/Tender No:.....

To (*Insert complete name and address of the purchaser*)

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

OR

- 2A. As per the tender / RFP no: .....floated for ..... at para no: ..... a Bid Declaration Form in lieu of Bid Security is required to be submitted by me/ as per Rule 170 of General Financial Rules (GFRs)2017 by Micro and Small Enterprises (MSEs).
3. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of ..... (*as per the OM dated 12/11/2020 they will be suspended or the time specified in the tender documents. Hence the said period may be mentioned herein*) year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We
  - a. have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
  - b. having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.
4. I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.
5. I/We declare that I am the authorised person of .....to make the declaration for and on behalf of ..... Letter of Authority for executing declaration is enclosed

Signed	(insert signature of person whose name and capacity are shown)
In the capacity of	(insert legal capacity of person signing the Bid Securing Declaration)
Name	(insert complete name of person signing the Bid Securing Declaration)
Duly authorized to sign the bid for an on behalf of	(insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

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

**CONFORMITY LETTER**

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

To  
The General Manager (HRM)  
Bank of Baroda  
Baroda Corporate Centre  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

Sir,

**Sub: Request for Proposal for engaging a Consultant for Bank of Baroda – Strategic Talent Management of the Bank.**

Further to our proposal dated ....., in response to the Request for Proposal - RFP No. BCC:HRM:115:209 dated 15.04.2023 hereinafter referred to as "RFP") issued by Bank of Baroda ("Bank") we hereby covenant, warrant and confirm as follows:

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

**Annexure 06**

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

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

To,  
General Manager (HRM),  
Bank of Baroda,  
Baroda Corporate Office,  
Bandra Kurla Complex,  
Bandra (E), Mumbai 400 051

Sir,

We, M/s-----are a private/public limited company/LLP/Firm <strike off whichever is not applicable> incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at -----  
--

------(referred to as the "Bidder") are desirous of participating in the Tender Process in response to your captioned RFP and in this connection we hereby declare, confirm and agree as under:

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

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

Please strike off whichever is not applicable

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

Further 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.]”

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

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

This declaration cum undertaking is executed by us through our Authorized signatory/ies after having read and understood the Office Memorandum and Order including the words defined in the said order.

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

Yours faithfully,

Authorized Signatory Name:

Designation:

Vendor's Corporate Name Address

Email and Phone #

List of documents enclosed:

1. Copy of certificate of valid registration with the Competent Authority (strike off if not applicable) 2. ....
3. ....
4. ....

**PRE-CONTRACT INTEGRITY PACT  
(TO BE STAMPED AS AN AGREEMENT)  
(To be submitted by all responding bidders)**

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 branches and administrative offices throughout India and overseas territories. BOB is committed to fair and transparent procedure in appointing of its outsourced service providers.

The BOB intends to appoint/ select, under laid down organizational procedures, contract/s for purchase of Group Life Insurance Policy for its employees. 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 BOB obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if substantive suspicion in this regard, the BOB will inform the Chief Vigilance Officer and in addition can initiated disciplinary actions.

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

- a. The Bidder(s) / Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Bidder(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
- b. The Bidder(s) / 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(s) / 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(s)/ Bidder(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) / 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(s) / Bidders(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, similarly the Bidder(s) /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(s) / Bidder(s). 6-7}
  - f. The Bidder(s) / 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(s) / 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(s) / 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 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 - 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 5 - Equal treatment of all Bidders I Bidders I Sub-bidders**

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 Bidders and Bidders.
3. The BOB will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### **Section 6 - Criminal charges against violating Bidder(s) / Bidder(s) /SubBidder(s)**

If the BOB obtains knowledge of conduct of a Bidder, Bidder or SubBidder, or of an employee or a representative or an associate of a Bidder, Bidder or SubBidder 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 7 - 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 Bidders/Bidders as confidential.
3. The Bidder(s) / 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-Bidders.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / 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 8 - Facilitation of Investigation**

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

## **Section 9 - Term and Enforceability**

1. This Pact begins when both parties have legally signed the document. The document is valid for the selected Bidder for ~6 months after expiry of the contract/ policy period, and for all other Participating Bidders till the tender process is over.
2. 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 10 - Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the BOB i.e. Mumbai.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Bidder is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to 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.

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For & On behalf of BOB

---

For & on behalf of Bidder

Office Seal

Office Seal

Place

---

Date

---

**Witness 1**

Name & Address

**Witness 2**

Name & Address

## FORMAT OF COMMERCIAL BID

**(To be submitted in a Sealed Envelope, super scribed as  
"COMMERCIAL BID")**

**Financial Proposal Submission form  
(On bidder's Letter Head)**

(Location, Date)

To \_\_\_\_\_  
Bank of Baroda

Dear Sir

We, the undersigned, offer to undertake the assignment of Strategic Talent Management in accordance with your Request for Proposal No. BCC:HRM:115/209 dated 15<sup>th</sup> April 2023 and our Technical Proposal. Our attached Financial Proposals is for the sum of:

**[Insert amount(s) in words and figures ]**

This amount is inclusive of prices viz., **Total professional fees (INR) excluding applicable taxes and including all else.** We hereby confirm that the financial proposals are unconditional and we acknowledge that any condition attached to financial proposal shall result in rejection of our financial proposals.

Our Financial Proposals shall be binding upon us up to expiration of the validity period of the Proposal, i.e. till 180 days from the last date of submission of the proposal.

We understand that you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]: Name and Title of Signatory:  
Name of Entity:

Address:

**Performance Bank Guarantee Format .**

(to be submitted by the selected bidder after being appointed as the Consultant  
in terms of this RFP)

To,

WHEREAS. -----(Name of service provider) a person/ Company / firm registered under the Indian Companies Act 2013 and having its Registered Office at \_\_\_\_\_, (Please provide complete address) (hereinafter referred to as "Service Provider") was awarded a contract by Bank Of Baroda (BOB) vide their no.----- dated XX-XX-XXXX (hereinafter referred to as "Memorandum of Understanding/ Work order ") for providing \_\_\_\_\_and other related services for \_\_\_\_\_ Bank of Baroda (kindly elaborate, if felt necessary)

AND WHEREAS, in terms of the conditions as stipulated in the Memorandum of Understanding/ Agreement/ Work Order and the Request for Proposal document No. \_\_\_\_\_: dated \_\_\_\_for engaging the services of the said Service Provider for \_\_\_\_\_"), the Service Provider is required to furnish a Performance Bank Guarantee issued by a Scheduled Bank in India in your favour for Rs.-----/- (Rupees \_\_\_\_\_) towards due performance of the contract in accordance with the specifications, terms and conditions of the \_\_\_\_\_(the Agreement) entered into between BOB and the Service Provider and RFP document (which bank guarantee is hereinafter called as "GUARANTEE").

AND WHEREAS the Service Provider has approached us for providing the said GUARANTEE.

AND WHEREAS at the request of the Service Provider, WE, \_\_\_\_\_, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act,1970/1980 .....having it's..... Office at ..... and a branch inter-alia at..... India has agreed to issue the GUARANTEE.

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

1. We..... do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs.-----/-(Rupees ----- only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the Service Provider of any of the terms and conditions contained in the Agreement, Work Order and RFP and in the event of the Service Provider committing default or defaults in carrying out any of the work or discharging any obligation under the Agreement, Work Order or RFP document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs.-----/-(Rupees.----- only) as may be claimed by you on account of breach on the part of the Service Provider of their obligations or default in terms of the Agreement, Work Order and RFP.
2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the Service Provider has committed any such breach/ default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by BOB shall be conclusive as regards the amount due and payable by us

to you.

3. This Guarantee shall continue and hold good until it is released by you on the application by the Service Provider after expiry of the relative guarantee period provided always that the guarantee shall in no event remain in force after .....(date) without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. You will have the fullest liberty without our consent and without affecting our liabilities under this Guarantee from time to time to vary any of the terms and conditions of the Agreement, Work Order and RFP or extend the time of performance of the contract or to postpone for any time or from time to time any of your rights or powers against the Service Provider and either to enforce or forbear to enforce any of the terms and conditions of the said Agreement, Work Order and RFP and we shall not be released from our liability under this bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Service Provider or any other forbearance, act or omission on your part or any indulgence by you to the Service Provider or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs.-----/-. (Rupees.-----only) as aforesaid or extend the period of the guarantee beyond the said ..... (Date) unless expressly agreed to by us in writing.
5. The Guarantee shall not in any way be affected by your taking or giving up any securities from the Service Provider or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the Service Provider .
6. In order to give full effect to the Guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Service Provider hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with any of the provisions of bank Guarantee.
7. Subject to the maximum limit of our liability as aforesaid, this bank Guarantee will cover all your claim or claims against the Service Provider from time to time arising out of or in relation to the Agreement, Work Order and RFP and in respect of which your claim in writing is lodged on us before expiry of this Guarantee.
8. Any notice by way of demand or otherwise hereunder may be sent by courier, telex, fax or registered e-mail, hand delivery and if sent accordingly it shall be deemed to have been given when the same has been posted.
9. The Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to you by us (whether jointly with others or alone) and now existing, un-cancelled and this Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
10. The Guarantee shall not be affected by any change in the constitution of the Service Provider or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
11. The Guarantee shall come into force from the date of its execution and shall not be revoked/ assigned by us at any time during its currency without your previous consent in writing.

12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the Service Provider in any suit or proceeding including arbitration proceedings pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the Service Provider shall have no claim against us for making such payment.
13. Notwithstanding anything contained herein above;
- i) our liability under this Guarantee shall not exceed Rs.-----/- (Rupees-----  
-----only)
  - ii) this bank Guarantee shall be valid and remain in force upto and including the date ..... and (please confirm the period and the date)
  - iii) we are liable to pay the guaranteed amount or any part thereof under this Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
1. We have the power to issue this Guarantee in your favour and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney dated \_\_\_\_\_ issued by the Bank in favour of the undersigned.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**For and on behalf of**

**Branch Manager**

**Seal and Address**



**SERVICE LEVEL AND NON DISCLOSURE AGREEMENT**  
**To be submitted by the successful bidder at the time of accepting work order**

This Agreement is made in Mumbai this..... Day of ..... 2023 by and between BANK OF BARODA, body corporate constituted under the Banking Companies [Acquisition & Transfer of Undertakings] Act 1970 having its Head Office at Mandvi, Baroda and Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400051, hereinafter for brevity sake referred to as “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....., having its registered office at \_\_\_\_\_ hereinafter referred to as “the Consultant” (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 Consultant 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 and abroad.

Objective of RFP-----

For this purpose, BOB had issued the RFP No.BCC:HRM:114/209 dated 15.4.2023 and had invited the tenders from eligible participants.

In response to RFP issued by BOB, the Consultant also submitted its offer and has represented that it is engaged in the business of \_\_\_\_\_ and services related to it. 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 Consultant and other applicable criteria, the Consultant was declared as a successful bidder in the RFP evaluation process. Accordingly BOB has issued a \_\_\_\_\_ dated \_\_\_\_\_ to the Consultant.

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**

**2. TERM AND RENEWAL**

This Agreement shall come into force on ..... ( Date) and shall be in force and effect for a period of \_\_\_\_months, unless BOB terminates the Agreement as per the terms of this Agreement.

Without prejudice to the right of termination, BOB may renew or extend the term of this Agreement,

for the period of \_\_\_\_ Months, on the same or with certain modifications in the terms and conditions of this Agreement, as per its sole discretion.

### 3: SCOPE OF SERVICE / DELIVERABLES AND SERVICE LEVELS

3.1 The Consultant agrees to perform the services as part of the scope of this engagement including but not limited to as mentioned in Annexure I of this Agreement. BOB reserves its right to change the scope of the services considering the size and variety of the requirements and the changing business & security conditions /environment.

### 4. TIMELINE AND REPORTING MECHANISM

### 5. DELIVERABLES

#### 6 . Training:

The Consultant 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. Single Point of Contact & Direct Support

(Please incorporate following details - designation, address, email address, telephone /mobile No..  
Escalation matrix for support should also be provided with full details.

#### 8 . PAYMENT TERMS:

11.1 The payments shall be released by BOB's \_\_\_\_\_ Office.

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

#### 9. Out of pocket expenses :

Above mentioned fees includes Taxes, as applicable, and no separate expenses payable for miscellaneous expenses like travel, boarding, lodging, out-of-pocket expenses, communication

expenses, etc. However, expenses directly related to Bank of Baroda – e.g. branding, IT development, market research shall be borne by the Bank.

#### 10. Security deposit

(Shall be incorporated as per RFP terms)

#### 11. Set-off

11.1 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 Consultant against payments due and payable by Bank to the Consultant for the services rendered.

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

#### 12. COVENANTS OF the Consultant:

12.1 The Consultant 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 Consultant shall not substitute the key staff identified for the services mentioned in this Agreement.

12.2 The Consultant 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.

12.3 All employees engaged by the Consultant shall be in sole employment of the Consultant and the Consultant 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 Consultant.

#### 12.4 The Consultant:

- 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 Consultant for any amount due or claimed to be due by the Consultant 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 Consultant 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 Consultant as contemplated by this Agreement.
- shall comply ESG, BRSR and other related parameters including the Declaration of Human Rights, Inclusive of those in the International Bill of Rights and Declaration of Fundamental Rights at work (1998) as per the International Labour Organization as well as the United Nations Guiding Principles on Business and Human Rights and the National Guidelines on Responsible Business Conduct
- Consultant shall comply with the Bank's Code of Ethics, available on the Bank's website>Shareholder's Corner> Policies/Codes> Our Code of Ethics, during the validity period of this agreement/contract.

### 13. Confidentiality:

13.1 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 Consultant or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the Consultant irrevocably agrees and undertakes and ensures that the Consultant 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 Consultant of its obligations hereunder.

13.2 The Consultant 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 Consultant obligation under this Agreement.

13.3 The Consultant shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information.

13.4 The Consultant 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 Consultant 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 Consultant or its affiliates.

13.5 The Consultant 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.

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

13.7 It shall be the incumbent duty of the Consultant to undertake not to disclose any business related information of BOB to any third person and the Consultant shall keep all knowledge of the business activities and affairs of BOB strictly confidential and also to ensure that neither the Consultant 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.

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

- i) Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
- ii) Prior to the disclosure by BOB was known to or in the possession of the Consultant at the time of disclosure ;
- iii) Was disclosed or parted with the prior consent of BOB;
- iv) Was acquired by the Consultant 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.

13.9 The Consultant 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.

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

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

## 14. INDEMNITY

14.1 The Consultant shall, at its own expense, indemnify, defend and hold harmless BOB and its officers, directors, employees, representatives, agents respective directors, and assigns from and against any and all losses and liability (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including attorneys fees and expenses) that may be occurring due to, arising from or relating to:

- ▶ Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Consultant under this assignment ; and/or
- ▶ Negligence or willful misconduct of the Consultant 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 Consultant, against the Bank; and/or
- ▶ claims arising out of employment, non-payment of remuneration and non-provision of statutory

benefits by the Consultant 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 Consultant under this assignment; and/or
- ▶ breach of confidentiality obligations of the Consultant; and/or
- ▶ any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights;

bank shall notifies the Consultant in writing as soon as practicable when the Bank becomes aware of the claim, and Co-operates with the Consultant in the defense and settlement of the claims. the Consultant shall have sole control of the defense and all related settlement/ negotiations, and Bank will provide the Vendor 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 Consultant shall without additional cost to the Bank, shall offer either:

- 1) replace or modify the deliverables which are 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 deliverables, 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 Consultant fails to provide the remedy prescribed in para 1 or 2 within specified period by the bank, in such case the Consultant shall refund to the Bank the amount paid for the infringing deliverable's and bear the incremental costs of procuring a functionally equivalent deliverables from a third party selected by bank,

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

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

14.3 In the event of Consultant not fulfilling its obligations under this clause within the period specified in the notice issued by BOB, BOB has the right to recover the amounts by invoking the security or the amount due to it under this provision from any amount payable to the Consultant under this project.

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

## 15. 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.

## 17. CONTRACT PERFORMANCE GUARANTEE

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

## 18. PENALTIES AND LIQUIDATED DAMAGES:

18.1 Consultant shall be liable to pay penalty of \_\_\_\_\_% to the contract value per week or part thereof for not adhering to the time schedules.

18.2 If the Consultant fails to complete the due performance as per this Agreement, BOB reserves the right to terminate the contract and recover Liquidated Damages \_\_\_% of contract value.

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

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

20.5 If the Consultant fails to perform its obligation as per this Agreement then BOB reserves the right to get the balance work executed by another Consultant as per choice of BOB and Consultant shall be liable to bear the expenditure which BOB may incur for the execution of balance work and its completion.

## 20. TERMINATION

The BOB shall have the option to terminate this agreement and/ or any particular order, in whole or in part by giving Consultant at least 30 days prior notice in writing. In the event of any termination hereof, Bank of Baroda's sole responsibility with respect to the Consultant's professional fees, related expenses and chargeable service tax shall be restricted to only those professional fees, related expenses and chargeable service tax as incurred upto the effective date of termination as mentioned in the notice of termination.

In following events Bank shall terminate this assignment or cancel any particular services if consultant breaches any of its obligations set forth in this assignment or any subsequent agreement and Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or

- ❖ Failure by consultant to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or
- ❖ The progress regarding execution of the contract/ services rendered by the consultant is not as per the prescribed time line, and found to be unsatisfactory.
  - ❖ The Consultant commits a breach of any of the terms and conditions of this contract.
  - ❖ Consultant goes into liquidation voluntarily or otherwise.
  - ❖ An attachment is levied or continues to be levied for a period of 7 days upon effects of the contract.

- ❖ If deductions of penalty exceeds more than \_\_\_\_ % of the total contract price.

20.2 During the agreement, if the Consultant does not perform satisfactorily or delays execution of the contract, BOB reserves the right to cancel the contract and to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the Consultant is bound to make good the additional expenditure, which the BOB may have to incur to carry out bidding process for the selection of a new Vendor and for execution of the balance of the contract. This clause is applicable, if for any reason, the contract is terminated on the defaults mentioned above.

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

20.4 It is hereby agreed and understood by the Parties that the provisions of this Clause shall not limit or restrict nor shall they preclude any Party from pursuing such further and other legal actions, against the other Party for any breach or noncompliance of the terms of this Agreement.

20.5 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.

20.6 Upon the termination or expiry of this Agreement the rights granted to the Consultant shall immediately be terminated.

## 21. 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.

## 22. LAW, JURISDICTION AND DISPUTE RESOLUTION

22.1 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.

### 22.2 ARBITRATION

- a) BOB and the Consultant 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 Consultant 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 OR the number of arbitrators shall be three, with each Party 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.
- c) The place 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.

### 23. AUDIT:

23.1 BOB reserves the right to conduct an audit/ ongoing audit of the services provided by the Consultant.

23.2 The Consultant should allow the Reserve Bank of India (RBI) or persons authorized by it to access BOB documents, records or transaction or any other information given to, stored or processed by the Consultant within a reasonable time failing which the Consultant will be liable to pay any charges/ penalty levied by RBI.

### 24. LIMITATION OF LIABILITY

24.1 Notwithstanding, the contents of para 24.2 of this Agreement, the Consultant's aggregate liability in connection with obligations undertaken as a part of this Project whether arising under this project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be actual and limited to the total contract value .

24.2 The Consultant's liability in case of claims against BOB resulting from its willful misconduct or gross negligence, loss suffered by BOB due to damage to real or tangible or intangible property by Consultant, its employees and/ or subcontractors or loss suffered by BOB due to infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

24.3 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 modules or proprietary information supplied by the Consultant as part of this Agreement.

24.4 Under no circumstances BOB shall be liable to the Consultant 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.

4 Under no circumstances BOB shall be liable to the Consultant 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.

5 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.

6. All employees engaged by the party shall be in sole employment of the party and the party 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 party .

## 25. PUBLICITY

The Consultant 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.

## 26. 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 Consultant 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.

## 27. SUBCONTRACTING:

The Consultant 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.

## 28. NON – SOLICITATION

The Consultant, during the term of the contract shall not without the express written consent of BOB, 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 BOB in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of BOB at any time to terminate his/ her relationship with the BOB.

## 29. VICARIOUS LIABILITY

The Consultant shall be the principal employer of the employees, agents, contractors, subcontractors, etc., if any, engaged by the Consultant 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 BOB shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the Consultant for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the Consultant shall be paid by the Consultant alone and the BOB shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Consultant 's employees, agents, contractors, subcontractors etc. The Consultant shall agree to hold the BOB, 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 BOB through the action of Consultant 's employees, agents, contractors, subcontractors, etc.

### 30. FORCE MAJEURE

30.1 The Parties shall not be liable for any failure to perform any of its obligations under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues (provided that this shall not prevent the accrual of interest on a principal amount which would have been payable but for this provision). Each party shall within a week inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution.

30.2 "Force Majeure Event" means any event due to any cause beyond the reasonable control of the Party, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

### **31. NOTICES AND COMMUNICATIONS**

All notices, requests, demands, and other communications to be given under this agreement and the proposals (other than routine operational communications) will be in writing and will be delivered either by hand, by overnight mail, by fax, or by e-mail to the address or numbers provided hereunder or such address and numbers as one Party may inform the other in writing.

For consultant	<b><u>Bank of Baroda</u></b>

Notices sent by e-mail shall also be sent by hand, overnight mail, or by fax if not acknowledged by the receiving party within two business days. All notices shall be effective on the date received.

### 32. MISCELLANEOUS

32.1 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.

32.2 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.

32.3 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.

32.4 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.

32.5 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.

32.6 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.

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

32.8 Neither Party may assign, in whole or in part, the benefits or obligations of this Agreement to any other person without the prior written consent of the other Party, such consent not to be unreasonably withheld. Provided , BOB may assign any of its rights and obligations hereunder to any of its affiliates without the prior consent of Consultant.

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 Mr. -----, For Bank of Baroda

its authorized official in the presence of:

- 1.
- 2.

Signed and Delivered by the within named

\_\_\_\_\_ by the hand of Mr.-----, For \_\_\_\_\_

its authorized official in the presence of:

- 1.
- 2.



**Team Profile**

The list should include the team leader 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

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:



