



REQUEST FOR PROPOSAL to appoint a consultant for review and implementation of Enterprise Risk Management (ERM) Framework in Bank of Baroda (BOB)

Bank of Baroda
Risk Management Department
3rd Floor
Baroda Corporate Centre
C-26, G Block
Bandra Kurla Complex (BKC)
Bandra (East)
Mumbai - 400051, India

1st July, 2022

**RFP Reference:
BCC: RMD: 114:**

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Disclaimer

This Request for Proposal (RFP) is not an offer by BOB, but an invitation to receive response from eligible interested bidders for end-to-end consultancy for review of Enterprise Risk Management Framework in BOB. No contractual obligation whatsoever shall arise from the RFP process unless and until a contract is signed and executed by BOB with the Bidders. This document should be read in its entirety.

- I. Any bidder from a country which shares a land border with India (except those prohibited by Government of India) will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. “Bidder from a country which shares a land border with India (except those prohibited by Government of 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.

REQUEST FOR PROPOSAL (RFP)

CONSULTANCY SERVICES FOR REVIEW AND IMPLEMENTATION OF ENTERPRISE RISK MANAGEMENT (ERM) FRAMEWORK IN BANK OF BARODA

Bank of Baroda (hereafter referred to as Bank or BOB) invites sealed tenders for appointment of a Consultant for providing consultancy for review of Enterprise Risk Management (ERM) Framework in the Bank. The engagement is for providing end-to-end consultancy to be utilized at various junctures, ranging from a comprehensive study of the Bank's extant processes/policies to roll-out of ERM across the Bank, as mentioned in the Scope of Work. The Bank is looking for consultancy from reputable consulting companies / firms with demonstrated skills and experience in respect of the scope of the project, as detailed in this document.

Tender schedule (A)

Tender reference	RFP for appointment of a Consultant for review of ERM Framework. Issue date – 1 st July, 2022
Purpose	For appointment of a Consultant for review of ERM Framework in BOB
Last date for submission of Tenders	Up to 5:00 PM of 21 st July, 2022
Address for submission of Tenders	Chief Risk officer Bank of Baroda Risk Management Department Baroda Corporate Centre C-26, G Block Bandra Kurla Complex (BKC) Bandra (East) Mumbai - 400051, India

Date of opening of Technical bids	11.00 AM on July 25, 2022
Contact numbers	022- 66985327 ; 66985319
<u>Email</u>	ermc.risk@bankofbaroda.co.in
Application Money	Rs.10,000/- (Ten Thousand only)
Earnest Money Deposit (EMD)	Rs.1,00,000/- (One Lac only)
Performance Bank Guarantee	Successful vendor shall provide a performance guarantee within 30 days from the date of receipt of the order or signing of the contract, whichever is earlier in the format as provided in Annexure H to the extent of 3% of the total contract value for the entire period of the contract plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. Bank Guarantee should be of a Scheduled Commercial Bank in India, other than Bank of Baroda.

Bid submission, queries and all other terms and conditions are detailed in the following sections of this document. Address for communication is as given in the cover page unless other-wise expressed specifically in any part of this document for a specific requirement.

The Tender Document comprises the Request for Proposal (RFP). This document has to be read in its totality. The terms and conditions for the tender encloses all the terms and conditions mentioned in this document. The contents of this document are listed in the Table of Contents.

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CHAPTER 1 INTRODUCTION

1.1 Background

Bank of Baroda is an Indian nationalized banking and financial services company headquartered in Vadodara. It is one of the largest Public Sector Banks (PSU) in India with a branch network of over 8200+ branches in India and 100+ branches/offices overseas including branches of our subsidiaries, distributed in 25 countries. Details about the Bank is available at its website www.bankofbaroda.com

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

1.1.2 The importance of Enterprise Risk Management (ERM) Framework in improving the Bank's overview of Risk and robust monitoring has been recognized industry wide. While BOB already has an extensive framework in place, this review is meant to align it with the recent regulatory and best industry practices.

1.2 Organizational structure

1.2.1 The Bank functions as a world class organization having offices at various places in India and abroad. At present, the Bank is having its Corporate Office (CO) at Mumbai and Business Units, training establishments and other administrative/processing back offices at different locations globally.

CHAPTER 2

OBJECTIVE, SCOPE OF ERM AND TIMELINES FOR IMPLEMENTATION

2.1 Objective of ERM

- 2.1.1 To put in place, in advance, measures to identify the trigger points for Key Risks across the Bank.
- 2.1.2 Ensure timely and adequate corrective action in the wake of identified trigger points,
- 2.1.3 Mechanism for Enhanced Reporting of the Bank's critical key parameters and their periodic status for robust monitoring,
- 2.1.4 Maintaining a high level of confidence that the Key Risks are adequately measured and monitored enterprise-wide,
- 2.1.5 Ensure that all Key Risks are reported periodically in time to the Senior and Top Management for required attention.

2.2 Scope of ERM

- 2.2.1 Develop a comprehensive ERM Framework involving ICAAP, Stress Testing, Risk Appetite Framework, Enterprise Risk Management and Earning Risk Analysis at Portfolio level for the Bank covering all its Domestic and Overseas Subsidiaries,
- 2.2.2 The ERM Framework will be implemented at the enterprise level encompassing Corporate Office, Mumbai, Head Office at Baroda,
- 2.2.3 ERM Framework will be aligned to the best global standards and practices as well as the relevant and applicable regulatory directions,
- 2.2.4 Formulate and implement the steps/practices required for filling the identified gaps and develop methodologies for the same,
- 2.2.5 Define and document the Standard Operating Procedure for methodologies defined towards reporting of results and interpretation thereof,
- 2.2.6 The scope will cover the components of people, process and infrastructure.

2.3 Timeline of review and implementation of reviewed ERM

- 2.3.1 Broad timeline for the project, from the date of appointment of the Consultant, is as under-

Phases	Tasks	Time period (in days)
1	Extensive review of ERM Policy	10
2	Extensive review of ICAAP Policy	20
3	Extensive review of Stress Testing Policy	15
4	Extensive review of Risk Appetite Framework	10
5	Submission of Report on observations/recommendations in respect of gaps	10
6	Implementation of the observations/suggestions/recommendations made in -4- policy documents	30
7	Dashboard	5
8	Review of Earning Risk Analysis at Portfolio Level	10

Phases	Tasks	Time period (in days)
	Total	110

CHAPTER 3

SCOPE OF WORK OF THE CONSULTANT

3.1 Scope of work

The broad Scope of Work will be as under:

1. Locations to be covered:
 - a. Corporate Office, Mumbai, HO, Baroda.

3.2 Design and Implementation Phases

a. ERM Framework (Design and develop ERM Framework and its supporting documents and procedures)

- i. Scope of ERM: Consultant needs to list departments and processes to be covered and document the same based on inputs from the Bank
- ii. ERM Governance Structure: Review the extant ERM Governance Structure and recommend improvements needed thereof.
- iii. ERM Plan: Consultant should prepare a detailed program/ plan, including escalation matrix and status reporting formats/templates especially in the case of:
- iv. Policies covered under ERM: Consultant shall prepare a comprehensive and robust policy document for different elements of ERM covering ICAAP, Stress testing, Risk Appetite Framework and Enterprise Risk Management for the Bank in line with the regulatory and best global ERM standards and practices. Recommendations in this regard should be granular and bring about alignment of policies with the Bank's Business Planning/Strategy.
- v. Methodology for Computation of different Elements: Consultant should design one Standard Operating Procedure (SOP) for computation of the underlying parameters and document the methodology involved.
- vi. ERM software: Consultant shall recommend use of ERM software for implementing the ERM Framework. Consultant shall examine the requirement of ERM software in BOB and the implementation of automation.
- vii. Earning Risk Analysis: Review of earning risk analysis at portfolio level, streamlining it with the industry best practices, mechanism to be extended at more granular level. Linkage of Earning Risk Analysis with the Bank's Business Planning/Strategy.

b. ERM Maintenance

- i. Define ERM Maintenance Framework: Consultant shall develop the maintenance framework for ERM. This should include maintenance schedules for all components of the ERM including:
 1. ICAAP Policy
 2. Stress Testing Policy

3. Risk Appetite Framework
4. Enterprise Risk Management Policy
5. Reporting Methodology, Structure and Frequency
6. Dashboard for regular Reporting

Consultant shall submit information about elapsed time, man days effort, number of team members deployed etc. and make presentations to the Bank Team, regarding the developments related to the work performed, action plan and timelines for pending activities at a mutually agreed frequency.

3.3 The Bank, may, at any time, by a written order given to the Agency, make changes within the general scope of the contract related to terms & references, enlarging the scope, analysis or specifications. If any such change causes an increase or decrease in the cost of, or the time required for the execution of the work, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the work order shall accordingly be amended.

3.4

3.5 Definitions

3.3.1 **ERM:** "ERM" means the Enterprise Risk Management framework in the BOB offices as specified in the scope of work.

3.3.2 **Consultant:** "Consultant" means the successful bidder who will be appointed by the Bank by floating this RFP in order to assist the Bank in implementing the "ERM".

3.3.3 "Respondent", "Vendor", "Agency" and "Bidder" means respondent to this RFP document

CHAPTER 4

SELECTION PROCEDURE

The selection procedure comprises a three-stage process viz., fulfilment of pre-qualification criteria, technical bids evaluation and commercial bids evaluation.

4.1 Fulfilment of Pre-Qualification (PQ) criteria

4.1.1 In the first stage of selection procedure, Bid scrutiny will be carried out to ascertain compliance with PQ criteria listed under Clause 5.1 and those bidders will be eliminated who do not meet the required PQ criteria.

4.1.2 All the bidders fulfilling PQ will be considered for technical bid evaluation.

4.1.3 Minimum of two bidders need to qualify the PQ criteria fulfilment stage. The tendering process will be cancelled in case less than two bidders fulfil PQ criteria.

4.2 Technical Bids evaluation

4.2.1 Technical bids of only those bidders who fulfil the PQ criteria will be evaluated.

4.2.2 Maximum marks that can be secured under technical evaluation will be 100

4.2.3 The marks awarded on 'Technical Bids evaluation' will be arranged in descending order and the bidders above the cut-off mark (70) will be shortlisted.

4.3 Presentation by bidders

4.3.1 Presentations to be made by all the qualified bidders on their experience, expertise and the proposed solution for the Bank.

4.3.2 Each qualified bidder will make a 30 minutes presentation before the team of officials from the Bank.

4.4 Opening of Commercial Bids

4.4.1 The Commercial Bids of the shortlisted bidders, as at 4.2.3 above, will be opened for evaluation.

4.4.2 The maximum marks that can be secured in commercial bidding will be 100 as detailed in **para 5.3**.

4.5 Final evaluation

4.5.1 For the purpose of calculating final score, marks obtained in technical and commercial bids evaluation will be assigned a weightage of 70 and 30 respectively i.e., in a ratio of 70:30.

4.5.2 The bidder obtaining the highest total marks will be eligible for appointment as Consultant to Bank of Baroda.

4.5.3 In the case of a tie between two or more bidders, the bidder with higher score under technical evaluation shall be selected.

CHAPTER 5

BIDDER'S ELIGIBILITY CRITERIA AND CRITERIA FOR EVALUATION

5.1 Bidder's Pre-Qualification Criteria

- 5.1.1 Bidders for appointment of Consultant for the ERM must meet the following Pre-Qualification (PQ) eligibility criteria - Declaration along with supporting documents should be submitted as per Annex 'A'.
- 5.1.2 Bidder should be a Partnership Firm or a Public/Pvt. Limited Company or a LLP.
- 5.1.3 The bidder firm or company should be in existence for at least five years as on March 31, 2022 (In case of mergers / acquisitions / restructuring or name change, the date of establishment of earlier / original Partnership Firm / Limited Company can be factored in).
- 5.1.4 The bidder should be in the line of similar project consultancy at least for a period of 5 years as on March 31, 2022.
- 5.1.5 The bidder should have adequate financial standing (minimum receipts of 50 crore) to undertake assignments of this magnitude and should have positive net worth continuously for the past three financial years (i.e. As on March 31, 2019, 2020 and 2021). Bidder may take audited financials as on March 31, 2022 into consideration if available.
- 5.1.6 The bidder should have earned net profit in each of the last three years (i.e. for the years ended March 31, 2019, 2020 and 2021). Bidder may take audited financials as on March 31, 2022 into consideration if available.
- 5.1.7 The bidder must warrant that it is a going concern, financially solvent, i.e., able to meet all its debts as and when they fall due.
- 5.1.8 The bidder should not have been barred / black listed by any regulatory / statutory authority/PSU/Government clients.
- 5.1.9 The bidder must warrant that there is no legal action pending against it for any reason anywhere across global jurisdiction. If such an action exists and the bidder considers that it does not affect its ability to deliver the RFP requirements, it shall provide details of the case and declaration in this regard.
- 5.1.10 The bidder should have prepared and implemented a ERM framework in at least - 2- Scheduled Commercial Banks (preferably Public Sector Banks and excluding Regional Rural Banks, Cooperative Banks and Local Area Banks), Foreign banks and one financial institution (excluding MFIs and NBFCs) including insurance companies in India. Project Completion Certification to be attached.
- 5.1.11 The bidder should primarily be in the field of Risk Management especially Information Security and Enterprise Risk Management.
- 5.1.12 The bidder should have an office in India with technically qualified staff to render the said services and should be able to support review and implementation of ERM Framework in Mumbai and other overseas offices mentioned in the Scope of Work.

5.1.13 The bidder should provide satisfactory performance certificates from minimum two customers where the bidder has implemented ERM during the last -5- years.

5.2 Criteria for technical evaluation

5.2.1 Evaluation criteria for Technical Bids

#	Criteria	Marks
1	ERM implementation experience in financial sector*	
	a. ERM implementation experience with Scheduled Commercial Banks (Public Sector Banks, Private Sector Banks and Foreign Banks); (2 marks for each Banks and maximum marks will be 10 for completion in 5 Banks)	10
	b. ERM implementation experience with other financial institutions (1 marks for each institution, maximum of 5)	5
2	ERM implementation experience for organizations other than Scheduled Commercial Banks, Insurance Companies and Financial Institutions (1 marks for each institution, maximum of 5)	5
3	Methodology and approach in implementing the program (Decided by bank team on the basis of presentation)	40
4	Experience of team members (Proposed for BOB) in ERM implementation for banks and financial institutions	20
5	Certifications of satisfactory task performance from -2- of the organizations of comparable business size (to BOB) (mandatorily from two banks)	20
	Total	100

*ERM completion/implementation certificate to be provided

5.2.2 Total maximum marks for technical bid evaluation will be 100.

5.3 Commercial bidding evaluation

5.3.1 Evaluation criteria for Commercial bidding

#	Particulars	Marks
1	L-1 (lowest bid)	100
2	L-2	90
3	L-3	80
4	L-4	70
5	L-5	60
6	Beyond L-5	0

5.4 Engagement of external consultants

Bank, at its discretion, may engage external consultants / specialists to assist the Bank in preparing the short-list of bidders

5.5 Extension of contract

Bank at its discretion and with mutual agreement with the consultant may extend the term of contract even after implementation of the ERM for such period, terms and conditions as mutually agreed (maximum up to three months from the expiry of the contract). For the purpose of computing the monetary values for such extended contract, the man days rate as revealed in this bid would be used as base with adequate mark up on CPI index (urban) (base for the index would be the month and year in which the implementation is completed).

5.6 PROPOSAL

5.6.1 No Agency shall submit more than one proposal. If an agency submits or participates in more than one proposal, all the proposals submitted by the Agency shall be disqualified.

5.6.2 Related Parties -In the following circumstances, Bank will have sole discretion to reject the Proposal / response or accept the Proposal / response with some conditions stipulated by Bank.

- Proposal / Response submitted by holding company and its subsidiary.
- Proposal / Responses submitted by two or more companies having common Director/s.
- Proposal / Responses submitted by two or more partnership firms / LLPs having common partners.
- Proposal / Responses submitted by two or more companies having the same group of promoters / management.
- Any other proposal / response in the sole discretion of the Bank is in the nature of multiple bids.

5.3 The proposal, correspondence and communication for the process would be in English only. No other languages, vernacular versions or translations / transliterations are permitted. The proposals which are not in English shall be rejected.

CHAPTER 6

BIDDING PROCESS

6.1 Bidding Process

- 6.1.1 For the purpose of the appointment of Consultant for the project, a two-stage bidding process will be followed. The response to the present tender should be submitted in two parts, i.e., the Technical Bid and the Commercial Bid (in hard copies). The bidder will have to submit the "Technical Bid" and the "Commercial Bid" separately but within the stipulated date and time. The "Technical Bid" will contain the exhaustive and comprehensive technical details along with Application Money, whereas the "Commercial Bid" will contain the pricing information. The Technical Bid shall NOT contain any pricing or commercial information at all and if the Technical Bid contains any price related information, then that Technical Bid would be disqualified and would not be processed further.
- 6.1.2 In the first stage, only the "Technical Bids" will be opened and evaluated for suitability. Those bidders who qualify PQ would be called for making presentation before the Bank's Panel. Those bidders who satisfy the technical eligibility requirements, as mentioned at para 5.2 shall be short-listed after the presentations.
- 6.1.3 In the second stage, the Commercial Bids of only those bidders, which have been short-listed as per the aforementioned paragraph, on the basis of evaluation of their Technical Bids and presentation, will be opened.

6.2 General Guidelines

- 6.2.1 Bidders are expected to study and develop a fair understanding of the Bank's existing processes and other related systems in place before submitting respective bids. For this, they may be guided by the information generally available in the public domain.
- 6.2.2 Bank may call for any clarifications/additional particulars required, on the technical/commercial bids submitted. The bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The bidder's offer will be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time.
- 6.2.3 The commercial bid should contain quotation (expressed in INR only) for end-to-end consultancy services as envisaged in the Objective of the Project and Scope of Consultancy services stated earlier in this document.
- 6.2.4 The bidder must organize the bid in accordance with the format specified in the tender document. Bidders must acquaint themselves fully with the conditions of the bids. No plea of insufficient information will be entertained at

Anytime

- 6.2.5 The bidder shall submit the Bids properly filed or bound so that the papers are not loose.
- 6.2.6 The Technical Bid shall contain the technical proposal to the requirement of the Bank as specified in Annex 'A' along with Annex 'B', Annex 'D', Annex 'F' and Annex 'G'.**
- 6.2.7 The Commercial Bid shall be submitted as per Annex 'C' along with Annex 'E'.**
- 6.2.8 The technical bid shall be organized and submitted as per the following sequence:
- a) Table of Contents (list of documents enclosed)
 - b) Technical bid along with Annex 'B' and Annex 'F' and 'G'
 - c) Compliance certificate for all the terms and conditions as per Annex'D'
 - d) All copies of certificates, documentary proofs etc.
 - e) A CD-ROM containing soft copy of the proposal. CD-ROM should NOT contain any price bid/information and the face of the CD should be signed with permanent marker pen (black) by the signatory of technical bid.
- 6.2.9 All the relevant pages of the bids (except literatures, datasheets and brochures) are to be numbered and signed by an authorized signatory. The number should be a unique running serial number across the entire document.
- 6.2.10 The bidder will submit an undertaking specifying that the bidder has already obtained all necessary statutory and obligatory permissions, if any required, to carry out such project works in India.
- 6.2.11 The Bids shall be addressed and submitted to:
- The Chief Risk Officer,
Bank of Baroda,
Baroda Corporate Centre
C-26 G Block
Bandra Kurla Complex (BKC)
Bandra (East)
Mumbai 400051,
India.
- 6.2.12 Receipt of the bids shall be closed at 5:00 p.m. on 21st July, 2022. Bids received after 5:00 p.m. on 21st July will not be accepted by the Bank under any circumstances. The Bank will not be responsible for any delay due to postal service or any other means.
- 6.2.13 The technical bids will be opened at 11.00 AM on July 25, 2022. No bid shall be rejected at the time of opening of the technical bid.
- 6.2.14 The offer should be made strictly as per the formats specified.
- 6.2.15 The bid should be signed by the bidder or any person duly authorized to bind the bidder to the contract. The signatory should give a declaration and through authenticated documentary evidence establish that he/she is empowered to sign the tender documents and bind the bidder. All pages of the tender documents except

brochures, if any, are to be signed by the authorized signatory.

- 6.2.16 A declaration may be given by the bidder stating that "No relative of the bidders is working in the Bank of Baroda". If anyone working in the BOB is related to the bidders, the name, designation and the department where the person is posted may be given.
- 6.2.17 The bid should contain no interlineations, erasures or over-writings except as necessary to correct errors made by the bidder. In such cases, the person/s signing the bid should initial such corrections.
- 6.2.18 The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of the bid.
- 6.2.19 No columns of the tender should be left blank. Offers with insufficient information and Offers which do not strictly comply with the stipulations given above, are liable for rejection.
- 6.2.20 Bank may at its discretion abandon the process of the selection of Consultant any time before notification of award.
- 6.2.21 All information (bid forms or any other information) to be submitted by the bidders may be submitted as a softcopy in MS – Word in a CD and should be kept in the respective sealed covers. CD should NOT contain any price bid/information.
- 6.2.22 The bidders may note that no bid information is to be furnished to the Bank through e-mail except when specifically requested and such queries are to be confirmed in writing.
- 6.2.23 The bids will be opened in the presence of authorized representatives of the bidders. However, the representative of the bidder has to produce an authorization letter from the bidder to represent them at the time of opening of Technical/Commercial bids. Maximum two representatives will be allowed to represent any bidder. In case the bidder's representative/s is/are not present at the time of opening of bids, the quotations/bids will still be opened at the scheduled time at the sole discretion of the Bank

6.3 Instructions for Sealing and Marking of Technical Bids

- 6.3.1 Tender responses in one original and one copy shall each clearly identify the CONSULTANT submitting them and shall be labeled "Original TECHNICAL Tender" or "Copy TECHNICAL Tender" as appropriate. They shall then each be sealed in a separate envelope labeled "Original Tender" or "Copy Tender" as appropriate. All envelopes shall then be sealed in one envelope or parcel marked "**Tender for Consultancy services for review and implementation of ERM Framework in Bank of Baroda**" in the top left hand corner. The envelope shall be dated with the current date in the top right hand corner.
- 6.3.2 The original and all copies of bids shall be typed or printed in a clear type face. Copies may be good quality photocopies of the original.
- 6.3.3 In the event of any discrepancies between the "Original" and the "Copy" of the TECHNICAL tender, the Original shall prevail.
- 6.3.4 The soft copy of the Technical Bid should be submitted in MS Word Document format on the CD and enclosed in "Original Technical Bid".

6.4 Instructions for Sealing and Marking of Commercial Bids

- 6.4.1 Tender responses in one original and one copy shall each clearly identify the CONSULTANT submitting them and shall be labelled “Original COMMERCIAL Tender” or “Copy COMMERCIAL Tender” as appropriate. They shall then each be sealed in a separate envelope labeled “Original Tender” or “Copy Tender” as appropriate. All envelopes shall then be sealed in one envelope or parcel marked “**Tender for Consultancy services for implementing ERM Framework in Bank of Baroda – Not to be opened before Technical bid evaluation**” in the top left hand corner. The envelope shall be dated with the current date in the top right hand corner.
- 6.4.2 Please note that no other information other than the price should be furnished along with this offer.
- 6.4.3 In the event of any discrepancies between the “Original” and the “Copy” of the COMMERCIAL tender, the Original shall prevail.
- 6.4.4 The soft copy of the Commercial Bid should be submitted in MS Word Document format on the CD and enclosed in “Original Commercial Tender”.

6.5 Bid Submission

- 6.5.1 Bidders are permitted to submit only one Technical Bid and relevant Commercial Bid. Submission of more than one Technical and one Commercial bid per bidder would be liable for rejection of the entire bids of the concerned bidder. The Technical and Commercial bids should be put in separate covers and all such covers shall be put in one single cover and delivered at the address mentioned above at 6.2.11.
- 6.5.2 The cost of bidding and submission of the bids is entirely the responsibility of the bidders, regardless of the conduct or outcome of the tendering process.
- 6.5.3 Bids may be sent by registered post or by hand delivery, so as to be received at the address given at 6.2.11 as per the bid schedule.
- 6.5.4 Bank will not accept bids delivered late for any reason whatsoever including any delay in the postal service, courier service or delayed bids sent by any other means.

6.6 Clarification on the tender documents

- 6.6.1 For any clarification with respect to this RFP, following Bank official, nominated as point of contact, may be contacted -

Name	Bhushan Raosaheb Kamble
Designation	Chief Manager
Tel. No.	022 – 66985319
<u>e-mail</u>	ermc.risk@bankofbaroda.co.in

- 6.6.2 It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise, must be in writing only and should be addressed to the Nominated Point of contact.
- 6.6.3 Written requests for clarification may be submitted to the Bank through e-mail at the

nominated point of contact and clarifications for such queries shall be provided by the Bank or its representative.

6.6.4 Queries should preferably be sent by email to the Bank.

6.6.5 Request for clarification should be submitted in the format given below.

Review and implementation of ERM in BOB Bidder's request for clarification	
Name of organization submitting request	
Name & Position of personsubmitting request	
Full formal address of the organization including phone,fax and email points of contact	
Bidding documents reference/s requiring clarification (please Indicate clause no.)	Points of clarifications required
Signature Name: _____ Date: _____ <i>(Name and signature of authorized person issuing this request for clarification)</i>	

6.7 Amendments to tender document

6.7.1 Amendments to the Tender Document may be issued by the Bank for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, prior to the deadline for the submission of bids, which will be placed on the Bank's website.

6.7.2 The amendments so placed on the Bank's website will be binding on all the bidders. From the date of issue, amendments to Terms and Conditions shall be deemed to form an integral part of the RFP. Further, in order to provide prospective bidders reasonable time to take the amendment into account in preparing their bid, the Bank may, at its discretion extend the deadline for submission of bids.

6.8 Language of Bids

6.8.1 All bids and supporting documentation shall be submitted in English.

6.9 Period of Bid Validity

6.9.1 The Bids will be treated as valid for a period of -90- days from the closing date for submission of the bid.

6.10 Format and Signing of Bid

6.10.1 All Forms, Declarations which are part of this document as annex must be submitted and signed by the authorized signatory. Unsigned bids would attract rejection of the bid.

6.11 Correction of Errors

6.11.1 Where there is a discrepancy between the amounts in figures and in words, the amount in words shall prevail.

6.11.2 Instances of manual correction to the amount mentioned in the bid will not be considered unless duly authenticated.

6.12 Domestic Presence of the Consultant.

6.12.1 The Consultant will have to have presence in India during the entire period of contract.

6.13 Acceptance or Rejection of Bid.

6.13.1 The Bank reserves the right not to accept any bid, or to accept or reject a particular bid at its sole discretion without assigning any reason whatsoever.

6.14 Duration and Condition of Engagement

6.14.1 BOB will engage and appoint a consultant to provide services as detailed in the Scope of Work in Chapter 2 for the Objective and Description of the Project as detailed there under and in consideration of remuneration payable by the BOB to consultant in terms of Para 6.17.

6.14.2 The Bank will reserve the right to terminate the services of the Consultant at any point of the Project without assigning any reasons. In such case payment would be made commensurate with the level of completed work.

6.14.3 Information collected or provided to the consultant would be confidential and shall not be used by him for any other purpose. The work/study carried out by the consultant would be the sole property of the Bank.

6.14.4 At no point should consultant use the name of the Bank without prior written permission to advertise itself.

6.15 General Terms and Conditions

6.15.1 The consultant should complete the assignment within a period of 110 days from the date of acceptance of appointment order or such extended period as may be mutually agreed upon.

6.15.2 The bidders who wish to submit responses to this RFP should abide by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the respondents, such responses will be disqualified and will not be considered for the selection process.

6.15.3 The Bank and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any bidder/consultant/person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of Bank and/or any of its officers, employees.

6.15.4 The consultant should execute:-

- a) Service Level Agreement (SLA), which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank and
- b) Non-Disclosure Agreement (NDA),

- c) The selected Bidder shall execute the SLA and NDA within 15 days from the date of acceptance of letter of appointment. The stamp duty / registration charges if any related to execution of the agreements shall be borne by the selected Bidder.

6.15.5 Bank of Baroda reserves the right to:

- a) Reject any or all responses received in response to the RFP without assigning any reason whatsoever
- b) Cancel the RFP/Tender at any stage, without assigning any reason whatsoever
- c) Waive or change any formalities, irregularities, or inconsistencies in this RFP (format and delivery). Such a change/waiver would be duly and publicly notified in the Bank's website before the closure of the bid date.
- d) Extend the time for submission of all proposals and such an extension would be duly and publicly notified in the Bank's website.
- e) Select the next most responsive bidder if the first most responsive bidder evaluated for selection fails to enter into an agreement within a specified time frame.
- f) Share the information/clarifications provided in response to RFP by any bidder, with all other bidder(s)/others, in the same form as clarified to the bidder raising the query.

6.15.6 The proposed team members should possess the knowledge as specified under Chapter 3 and only experienced personnel should be deployed as per the requirements of the Project. The key persons identified by the consultant for the project should carry out their activities (apart from visiting other centers as mentioned in RFP) from the premises of Bank of Baroda, Corporate Office, Mumbai or any other suitable location as provided by the Bank.

6.15.7 Clarifications, if any, required by the bidder should be informed through e-mail at the nominated point of contact.

6.15.8 **Substitution of Project Team Members:** During the assignment, the substitution of key staff such as Project Manager, Team Leader and other team members, etc. identified for the assignment will 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 consultant can do so only with the concurrence of the Bank by providing other 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 consultant during the course of this assignment besides claiming an amount, equal to the contract value as liquidated damages. However, the Bank reserves the right to insist upon the consultant to replace any team member with another (with the qualifications and expertise as required by the Bank) during the course of assignment.

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

6.15.10 **Adherence to Standards:** The consultant should adhere to laws of land and 'rules, regulations and guidelines' prescribed by various regulatory, statutory and Government authorities.

6.15.11 **No legal binding relationship:** It may be noted that no legal binding relationship will exist between any of the Respondents of this RFP and the Bank, until execution of a

contractual agreement.

6.15.12 The Bank reserves the right to conduct an audit/ongoing audit of the consulting services provided by the consultant.

6.15.13 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.

6.15.14 **Expenses:** It may be noted that Bank will not pay any amount/expenses / charges / fees /travelling expense / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses other than the “Agreed Professional Fee”. The expense incurred by the consultants for travel to the locations selected for ERM implementation in terms of para 2.2.2 i.e. within Mumbai or anywhere outside Mumbai shall not be reimbursable by the Bank.

6.15.15 The bidders, who involve in any form of lobbying/ influencing/ canvassing etc., in the selection process will be disqualified.

6.16 Remuneration Fee

6.16.1 The Consultancy fees are inclusive of all taxes (at actuals), duties, charges and levies of State or Central Governments, as applicable, at the date of signing the Agreement and subject to deduction of all statutory deductions applicable, if any excluding service tax. Bank may reimburse service tax on production of documentary evidence.

- 6.16.2 The benefits realized by Consultant due to lower rates of taxes, duties, charges and levies shall be passed on by the Consultant to the Bank.
- 6.16.3 The expenses incurred by the Consultant for travel within or outside Mumbai will not be reimbursable by the Bank.

6.17 Terms of Payment and Billing

- 6.17.1 Payment shall be made after acceptance/deemed acceptance of milestones indicated in para 2.3.1. The deliverables shall be deemed to fully and finally accepted by the Bank in the event such that the Bank has not submitted its response by way of acceptance or rejection in writing to the consulting agency within 45 days from the date of submission of the deliverable or when the Bank has commenced usage of the deliverable in its business, whichever is earlier. In case of rejection of any deliverable by the Bank, the consulting agency shall have a maximum time period of 15 days for correction. The payment shall be made by the Bank in INR. The bidder must accept the payment terms proposed by the Bank. Any deviation from the proposed payment terms shall not be accepted. The Bank shall have the right to withhold any payment due to bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to default on the part of the bank. Once a contract price is arrived at, the same must not be subject to escalation during the performance of the contract.

6.18 Notification of Award

- 6.18.1 The acceptance of a tender, subject to contract, will be communicated in writing at the address supplied by the Bidder in the tender response. Any change of address of the Bidder, should therefore be promptly notified to the Chief Risk Officer, Bank of Baroda, Corporate Centre, C26 G Block, Bandra Kurla Complex (BKC) Bandra (East), Mumbai – 400051, India.

6.19 Authorized Signatory

- 6.19.1 The selected bidder shall indicate the authorized personnel 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, 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.

6.20 Right to Reject Bids

6.20.1 The Bank reserves the absolute right to reject the response/proposal 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 this tender document and/or (b) It is not strictly as per prescribed form and format and/or (c) It is not properly/duly signed and/or (d) It is received through Fax, Telex or Telegram and/or (e) It is received after expiry of the due date and time and/or (f) It is incomplete including non-furnishing of the required documents and/or (g) It is evasive or contains incorrect information and/or (h) There is canvassing of any kind (i) It is submitted anywhere other than in the tender box (j) It is not accompanied by the requisite Application Money and Bid Security /Earnest Money Deposit (EMD)

6.21 Vicarious Liability

6.21.1 The consultant shall be the principal employer of the employees, agents, contractors, subcontractors etc., engaged by the consultant and shall be vicariously liable for all the acts, deeds 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 shall accrue or arise, by virtue of engagement of employees, agents, contractors, sub-contractors 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 Bank 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, sub-contractors etc. The consultant shall agree to hold the Bank, its successors, assignees and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, that may be caused to the Bank through the action of consultant's employees, agents, contractors, subcontractors etc.

6.21.2 Limitation of Liability

Bidder's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value. Bidder's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited. Under no circumstances Bank shall be liable to the selected Bidder, its employees, affiliates, directors, sub-contractors, agents etc. for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business. It is expressly agreed between the Parties that for any event giving rise to a claim, Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against Bidder.

6.22 Non Payment of Professional Fees

6.22.1 If any of the items/ activities as mentioned in the price bid and as mentioned in Annex 'C' are not taken up by the Bank during the course of this assignment, the Bank will not pay the professional fees quoted by the consultant in the Price Bid against such activity.

6.23 Assignment

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

6.24 No Employer-Employee Relationship

6.24.1 The consultant or any of its holding/subsidiary/joint-venture/ affiliate / group / client companies or any of their employees / officers / staff /personnel /representatives/agents shall not, under any circumstances, be deemed to have any employer-employee relationship with the Bank or any of its employees/officers/ staff/representatives/ personnel/agents.

6.25 Subcontracting

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

6.26 Design Ownership

6.26.1 All the drafts, notes, documents, discussion papers, presentation etc. prepared by the Consultants and submitted to BOB for the Project, all the Notes and other documents prepared in the course of execution/ process of development of the Project submitted/not submitted to BOB shall be and remain the property of BOB and all intellectual property rights pertaining thereto and other rights thereto shall vest in BOB. All the designs, documents etc. that remain in the custody of the Consultant during the progress of the project shall be delivered by the Consultants to BOB on completion of the project. The Consultant shall not use or allow anyone to use such designs, documents, software etc. without the prior written permission of BOB and any such act without the written permission of BOB shall constitute violation of Intellectual Property Rights.

CHAPTER 7

CONTENTS AND FORMS FOR RESPONSES

7.1 Contents and Forms for Responses

- 7.1.1 This chapter contains the table of contents for the tender response. In order to facilitate evaluation and comparison of tender responses, bidders shall submit their response in this format. A failure to do so may result in the tender being eliminated at the examination stage as unresponsive.
- 7.1.2 Should the bidder have additional information to submit that cannot be encompassed by the current table of contents, additional sections may be added at the end. Should this option be exercised it may be noted that this additional information will not be used for evaluation of the technical bid.
- 7.1.3 The bidder has to submit the response in hard copy and soft copy (in CD). All CD's submitted should be neatly labeled and should also include the name of the bidder.
- a) A hard copy of the credential letters from banks / clients neatly bound, labeled and segregated into different areas in similar projects undertaken and executed has to be submitted.
 - b) Scanned copy of the credential letters from banks / clients neatly bound, labeled and segregated into different areas in similar projects undertaken and executed (ERM /other related programs etc.) has to be submitted.
 - c) The bidder has to submit the soft copy of all documents for the RFP organized in appropriate directory structures. For example, the financial information should be under the Financial Information Directory etc. Information should not be submitted in an unorganized manner.

7.2 Technical Bid

- 7.2.1 Executive Summary may be provided in the following order:
- a) Introduction to the project
 - b) Background of the bidder
 - c) A brief summary of understanding of the Bank's requirements
 - d) Methodology proposed and
 - e) Suggested time lines
- 7.2.2 The Technical Bid should be in accordance with the following:
- a) Introduction (Purpose / Objectives / Scope)
 - b) Management Summary (overview of the bidder, overview of the proposed solution, proposed time table, rollout strategy)

7.2.3 Tender forms as presented at Annex 'A' need to be filled and submitted alongwith Annex 'B', Annex 'D', Annex 'F' and Annex 'G'.

7.3 Commercial Bid

7.3.1 The Commercial Bid should contain the following:

- a) Consultant's Professional Fee
- b) The bid amount should be quoted as detailed in Annex 'C'. The bid amount should mention the cost separately from the applicable tax components, if any.
- c) Schedule of Tendered Prices - A copy of the Commercial Bid in the tender document at Annex 'C', duly completed along with Annex 'E'.
- d) Notes on the Schedule of Tendered Prices - Any notes or comments that the bidder wishes to make relating to the Commercial Bid. Bidders should note that a fixed price is required and that anything that seeks to limit or qualify such a fixed price is likely to be regarded unfavorably.

7.4 Tender Forms

7.4.1 Technical Bid:

- a) A copy of the Declaration in respect of fulfilment of Pre-Qualification Eligibility Criteria, supplied as at Annex 'A', duly completed along with documents in respect of fulfilment of Pre-Qualification Criteria.
- b) A copy of the TECHNICAL Tender Form, supplied as at Annex 'B', duly completed along with Annexes 'D', 'F' and 'G'.

7.4.2 Commercial Bid:

- a) A copy of the COMMERCIAL Tender Form, supplied as at Annex 'C', duly completed along with Annex 'E'.

CHAPTER 8

BROAD TERMS AND CONDITIONS OF THE CONTRACT

8.1 Broad Terms and Conditions

- 8.1.1 The following are the general terms and conditions proposed to be included in the Contract. However, the terms and conditions are not conclusive and the Bank reserves the right to add, delete, modify or alter all or any of these terms and conditions in any manner, as deemed necessary, before signing the final agreement.
- 8.1.2 The Bidder, selected for consultancy services for the project, will have to enter into a service agreement directly with the Bank. The service agreement will contain various terms and conditions relating to payment, delivery & acceptance of the design etc. All the diagrams, drawings, specifications and other related literature & information, provided by the bidder for the solution and agreed to by the Bank, will also form a part of the agreement.
- 8.1.3 The bill for the consultancy services must be furnished along with the prices thereof, as per the terms and conditions contained in this document. The Consultant/ Bidder will undertake to ensure that the prices are reasonable and in the range of prices for similar / same services available in the market. If any irregularity is detected anytime in respect of the above, the Bank will have the right to take appropriate action against the Consultant / Bidder, as deemed fit by the Bank.

8.2 Application

- 8.2.1 These conditions shall apply to the proposed system to be implemented in the Bank.
- 8.2.2 For the purpose of the Tender Document, the Bank is:

Chief Risk Officer
Bank of Baroda
Baroda Corporate Centre
C26, G Block,
Bandra kurla Complex (BKC)
Bandra (East)
Mumbai 400051, India

8.3 Standards

- 8.3.1 The services and other materials including all deliverables and reports under the contract shall conform to the standards mentioned in the Technical Specification, indicated in this RFP as well as the Technical Bid submitted by the bidder and/or agreed between the Bank and the bidder, and when no applicable standard is mentioned, the deliverables shall be supplied under the authoritative and appropriate international standards of such deliverables and such standards shall be the latest issued by the concerned institution/s.

8.4 Income Tax Clearance Certificate (ITCC)

- 8.4.1 The Bidder, selected for providing consultancy services for the project, must submit the ITCC and other documentary evidence before the final payment is affected.

8.5 Governing Language

- 8.5.1 All correspondences and other documents pertaining to the contract shall be in English.

8.6 Contract Amendments

- 8.6.1 Any change made in any clause of the contract which shall modify the purview of the contract within the validity and currency of the contract shall be deemed as an Amendment. Such an amendment can and will be made and be deemed legal only when the parties to the contract provide their written consent about the amendment, subsequent to which the amendment is duly signed by the parties and shall be construed as a part of the contract. The details of the procedure for amendment shall be as specified in the contract.

8.7 Use of Contract Documents and Information

- 8.7.1 The bidder shall not, without the Bank's prior written consent, disclose the Contract or any provision thereof, or any specification or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence against Non-disclosure agreements completed prior to disclosure and disclosure shall extend only so far, as may be necessary for the purposes of such performance.
- 8.7.2 Any document, other than the Contract itself, enumerated in Clause 6.10.1, shall remain the property of the Bank and all copies thereof shall be returned to the Bank on termination of the Contract.
- 8.7.3 The bidder shall not, without the Bank's prior written consent, make use of any document or information except for the purposes of performing the Contract. Further, Work, Study Reports, documents, etc. prepared under this contract will become the property of the Bank of Baroda.

8.8 Indemnification

- 8.8.1 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:

- Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RFP; and/or
- an act or omission of the Bidder and/or its employees, agents, sub-contractors in performance of the obligations under this RFP; and/or
- claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or
- 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
- 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
- any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- breach of confidentiality obligations of the Bidder contained in this RFP; and/or
- 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 Vendor 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.

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 vender 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.

8.9 Application Money, Bid Security and Performance Bank Guarantee

- 8.9.1 Application Money of Rs.10000 (ten Thousand only) as mentioned in "A", Application Money by way of Bankers Cheque/Demand Draft/Pay Order favoring Bank of Baroda, payable at Mumbai, which is non-refundable, must be submitted separately along with RFP response. The Bank may, at its discretion, reject any Bidder where application money has not been furnished with RFP response.

- 8.9.2 The Bidder shall furnish, as part of its commercial bid, Bid Security/Earnest Money Deposit (EMD) of an amount of Rs.1,00,000/- (Rupees One Lac Only) by way of Demand Draft / Pay Order drawn on BKC, Mumbai payable to “Bank of Baroda” or a Bank Guarantee of an equal amount issued by a Commercial Bank (other than BOB) located in India, valid up to the period of complete conclusion of contractual obligations to the complete satisfaction of both service provider and BOB, in the format provided in the RFP (Annexure – I). The Demand Draft should be of a Commercial Bank only and will be accepted subject to the discretion of the Bank. Commercial Offers made without the Bid Security/Earnest Money Deposit (EMD) will be rejected.
- 8.9.3 The amount of Bid Security/Earnest Money Deposit (EMD)/ Bank Guarantee would be forfeited/invoked 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.
 - Unsuccessful Bidder – Bid Security/Earnest money deposit or bank guarantee will be returned by the Bank within two weeks from closure of the RFP process. No interest shall be paid on earnest money deposit to unsuccessful Bidders.
 - MSEs (Micro and Small Enterprise (MSE) are exempted from paying the application money and Earnest Money deposit amount for which the concerned enterprise needs to provide necessary documentary evidence. For MSEs Government of India provisions shall be considered while evaluating the tender.
- 8.9.4 The successful bidder shall at his own expense deposit with the Chief Risk Officer, Risk Management Department, Bank of Baroda, Corporate Office, Mumbai, within thirty (30) working days of the date of notice of award of the tender, a Performance Bank Guarantee from a scheduled commercial bank, payable on demand in terms of Annex Form ‘H’, for an amount equivalent to three percent (3%) of the contract price for the due performance and fulfilment of the contract by the bidder.
- 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
- 8.9.5 Attributable to the Bidder should be included in the remaining amount of the contract value.
- 8.9.6 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.
- 8.9.7 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.

- 8.9.8 Without prejudice to the other rights of the Purchaser under the Contract in the matter, the proceeds of the performance security shall be payable to the Bank as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. The Bank shall notify the Bidder in writing of the invocation of its right to receive such compensation, indicating the contractual obligation(s) for which the Bidder is in default. The Performance Bank Guarantee may be discharged upon the Bank being satisfied that there has been due performance of the obligations of the bidder under the contract. The Performance Bank Guarantee shall be valid till the end of the contract.
- 8.9.9 The performance security shall be denominated in the currency of the Contract and shall be by way of bank guarantee or another form acceptable to the Bank.
- 8.9.10 Failure of the successful bidder to comply with the above requirement, or failure of the bidder to enter into a contract within 30 days or within such extended period, as may be specified by the Chief Risk Officer, Bank of Baroda, Baroda Corporate Centre Risk Management Department, Mumbai, shall constitute sufficient grounds, among others, if any, for the annulment of the award of the tender.

8.10 Prices

- 8.10.1 The price charged by the bidder for the services performed under the Contract shall not vary from the contracted prices.
- 8.10.2 No adjustment of the contract price shall be made on account of variation of costs of labor and materials or any other cost component affecting the total cost in fulfilling the obligations under the contract. The Contract price shall be the only payment, payable by the Bank to the bidder for completion of the contractual obligations by the bidder under the Contract, subject to the terms of payment specified in the Contract.
- 8.10.3 The price would be inclusive of all applicable taxes (at actuals) excluding service tax. Bank may reimburse service tax on production of documentary evidence.
- 8.10.4 The prices, once offered, must remain firm and must not be subject to escalation for any reason within the period of validity. The entire benefits/advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to the Bank.
- 8.10.5 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 the contract.
- 8.10.6 The TDS amount on prevailing rates and terms shall be deducted from the consulting Agency running account/final bills. Necessary certificates shall be issued to the consulting Agency by the Bank.

8.11 Delays in the Bidder's Performance

- 8.11.1 The bidder must strictly adhere to the implementation schedule, as specified in this document and also specified in the contract, executed between the Parties for performance of the obligations, arising out of the contract and any delay in completion of the obligations by the Bidder will enable the Bank to resort to any or both of the following:
- a) Claiming Liquidated Damages.

- b) Termination of the service agreement fully or partly and claim liquidated damages.

8.12 Liquidated Damages

- 8.12.1 The liquidated damages is an estimate of the loss or damage that the Bank may have suffered due to delay in performance or non-performance of any or all the obligations under the terms and conditions of the Contract relating to delivery and acceptance, etc., in providing consultant for ERM by the bidder and the bidder shall be liable to pay the Bank a fixed amount for each day of delay / non-performance of the obligations by way of liquidated damages, details of which will be specified in the Contract. Without any prejudice to the Bank's other rights under the law, the Bank shall recover the liquidated damages, if any, accruing to the Bank, as above, from any amount payable to the bidder either as per the contract, executed between the parties or under any other agreement / contract. Bank reserves the right to recover such amount from performance guarantee.
- 8.12.2 Liquidated Damages is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility/onus of the bidder to prove that the delay is attributed to the Bank and Force Majeure. The bidder shall submit the proof authenticated by the bidder that the delay is attributed to the Bank and Force Majeure along with the bills requesting payment.

8.13 Force Majeure

- 8.13.1 The Bidder or the Bank shall not be responsible for delays or non- performance of any or all contractual obligations, caused by occurrence of a force majeure event such as war, revolution, insurrection, civil commotion, riots, mobilizations, strikes, blockade, acts of God, Plague or other epidemics, pandemic, fire, flood, obstructions of navigation by ice of Port of dispatch, acts of government or public enemy or any other such event beyond the control of either party, which directly, materially and adversely affect the performance of any or all such contractual obligations.
- 8.13.2 If a Force Majeure situation arises, the Bidder shall promptly notify the Bank within 15 days of occurrence of such event in writing of such conditions and any change thereof. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform his obligations under the contract as far as possible, and shall seek all means for performance of all other obligations, not prevented by the Force Majeure event.

8.14 Documents

- 8.14.1 The bidder shall arrange for and provide all documents that are signed as deliverables during signing of the Contract agreement such as initial assessment report, system study report, basic BPR document and design etc. This is only an indicative list of documents deliverable while actual list would be decided on signing the contract agreement with the successful bidder.

8.15 Payment Terms

- 8.15.1 Payment will be made in Indian Rupees by the Bank at the time and the manner, as set forth under clause 6.17.1.

8.16 Taxes and Duties

- 8.16.1 The bidder shall be entirely responsible for obligations vis-à-vis fiscal authorities relating to all taxes, stamp duties, license fees, and other such levies, as applicable to it, imposed within and outside India.

8.17 Confidentiality

- 8.17.1 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 Firm or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the Firm irrevocably agrees and undertakes and ensures that the Firm 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 Firm of its obligations hereunder. The Firm hereby specifically agrees to indemnify and keep BOB indemnified safe and harmless at all times against all or any consequences arising out of any breach of this confidentiality undertaking by the Firm and/or its employees and shall immediately reimburse and pay to BOB on demand all damages, loss, cost, expenses or any charges that BOB may sustain suffer, incur or pay in connection therewith.
- 8.17.2 All materials generated during the project cycle by the Bank along with or by the Consultant for the Bank, including but not limited to documentation concerning project plans, design, application software, customized system software, Consultant analyses, gap analyses, studies, ideas, reports, surveys, projections, certifications, memoranda, customer lists and financial reports, etc. will be the property of the Bank and shall be treated as "Confidential" by the Consultant to be appointed under this RFP (except such information and materials as may be established to be in the public domain). The same shall not be disclosed or parted with by the consultant to third parties without the Bank's prior written approval even after the expiry of the contract or completion of the project. In other words, these are to be treated permanently as "Confidential".
- 8.17.3 All project plans, software plans, reports, ideas, documentation, etc., developed for the Bank by the consultant, while providing services, for which the Consultant had received payment from the Bank, pursuant to the agreement signed on the basis of selection of this RFP, shall be the property of the Bank, including rights of intellectual property for the content, unless otherwise agreed upon explicitly in writing.
- 8.17.4 The Consultant shall take appropriate action with respect to their employees to ensure that the obligations of non-use and non-disclosure of confidential information as hereinbefore mentioned are fully satisfied.
- 8.17.5 The bidder 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 bidder's obligation under this Agreement.
- 8.17.6 The bidder shall notify BOB promptly of any unauthorized or improper use or disclosure

of the Confidential Information. Also so far as it is practicable the bidder 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 bidder or its affiliates.

- 8.17.7 The bidder 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.
- 8.17.8 The bidder shall return all the Confidential Information that is in its custody, upon termination/expiry of this Agreement.
- 8.17.9 The bidder 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.
- 8.17.10 It shall be the incumbent duty of the bidder to undertake not to disclose any business related information of BOB to any third person and the bidder shall keep all knowledge of the business activities and affairs of BOB strictly confidential and also to ensure that neither the bidder 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.
- 8.17.11 However the confidential information will not be limited to the information mentioned above but not include the following as confidential information:
- Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
 - Prior to the disclosure by BOB was known to or in the possession of the bidder at the time of disclosure ;
 - Was disclosed or parted with the prior consent of BOB;
 - Was acquired by the bidder 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.
- 8.17.12 The bidder 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.
- 8.17.13 Notwithstanding above, bob shall take all the reasonable care to protect all the confidential information of bidder delivered to BOB while performing of the services.
- 8.17.14 The provisions of this Clause shall survive the termination of this Agreement.

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

8.20 Governing Laws and Jurisdiction

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.

8.21 Notices and Other Communication

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

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within -5- working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or Email, on business date immediately after the date of successful facsimile/Email transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number or Email sent to correct Email address). Any Party may change the address, Email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

8.22 Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this RFP document or subsequent agreement with

the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

8.23 Termination

Bank shall have the option to terminate/cancel this RFP any time or at any stage without giving notice and without assigning any reason. Bank also shall have right to terminate any subsequent agreement and / or any particular order, in whole or in part 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 endeavors 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.

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

8.24 Effect of Termination:-

The selected bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment. Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services. The selected bidder agrees that after completion of the Term or upon earlier termination of the assignment the firm shall, if required by the Bank, continue to provide facility to the Bank at no less favorable terms than those contained in the tender document. In case the Bank wants to continue with the selected bidder's facility after the completion of this contract then the selected bidder shall offer the same or better terms to the Bank. Unless mutually agreed, the rates shall remain unchanged. If bank terminates or cancels the assignment on the default mentioned in the termination clause, in such case bank reserves the right to get the balance contract executed by another party of its choice. In this event, the selected bidder shall be bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the selection of a new bidder and for execution of the balance of the contract. The Bank shall make such prorated payment for services rendered by the selected bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the selected bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the firm. Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the selected bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

8.25 Publicity

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

8.26 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.

8.27 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.

8.28 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.

8.29 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 including the provisions of the Information Technology Act, 2000 and the rules/regulations framed there under, such as the Information Technology (reasonable security practices and procedures and sensitive personal data or information) Rules, 2011."

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.

8.30 Corrupt and Fraudulent Practices

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.

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.

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.

Bidders responding to this RFP may also be required to sign the Integrity Pact (IP) as per attached Annexure II which will be also signed by Banks representative, if applicable.

Bank has appointed Independent External Monitors (hereinafter referred to as monitors) for Integrity Pact in consultation with the Central Vigilance Commission. Name: Shri. Harishwar Dayal (email id: dayalagra@gmail.com) appointed competent and credible Independent External Monitor for this Integrity 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 the Integrity Pact.

8.31 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.

8.32 Ownership, Grant and delivery

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

8.33 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 Chief Risk Officer, at bcpcell.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

ANNEX A

DECLARATION IN RESPECT OF FULFILMENT OF PQ CRITERIA

The Chief Risk Officer
Bank of Baroda
Baroda Corporate Centre
Risk Management Department 3rd floor,
C26, G Block,
Bandra Kurla Complex
Mumbai 400051

Dear Sir,

Subject: Basic information about the Bidder and declaration regarding Pre- Qualification (PQ) criteria-Implementation of ERM for Bank of Baroda.

We hereby declare that we have read the Request for Proposal (RFP) for appointment of consultant for end-to-end consultancy for implementation of ERM for Bank of Baroda in its entirety and provide following information for fulfilling the Pre-Qualification criteria as mentioned in Chapter 5.1:

SI No	General Information	
1	Registered Name of the Bidder	
2	Details of the Company, Firm registration	
3	Registered Address of the firm / Company	Location
		Street
		Locality
		City
		PIN Code
		Country
		Telephone
	Fax	

		Email
		Others
4	Name of Directors / Partners	
5	Name of the CEO/Managing Director	
6	Address for correspondence	Location
		Street
		Locality
		City
		PIN Code
		Country
		Telephone
		Fax
		Email
		Others
7	Name of the contact person	
8	Designation of the contact person	
9	Contact person's address and contact number (if different from that given at SI No 2)	Location
		Street
		Locality
		City
		PIN Code
		Country
		Telephone

		Fax
		Email
		Others
10	Organizational Structure <i>(enclose organizational chart)</i>	

SI no	Pre-Qualification Criteria	Fulfilled Completely (yes/no)	List of the documentary evidence enclosed	Remarks
1	Be a Partnership Firm or a Public/Pvt. LimitedCompany/LLP. <i>(Documentary evidence should be enclosed, such as Certificate ofIncorporation etc.)</i>			
2	The bidder firm or company in existence for five years as on March 31, 2021. Incase of mergers / acquisitions / restructuring or name change, the date of establishment of earlier / original Partnership Firm / Limited Company can be factored in. <i>(Documentary evidence should be enclosed, such as Certificate ofIncorporation etc.)</i>			
3	In the line of similar project consultancy for at least for a period of 5 years as on March 31, 2021. <i>(Documentary evidence should be enclosed, such as certificates from organizations for which similar project consultancy has been carried out)</i>			

4	<p>Have adequate financial standing (minimum receipts of Rs. 50 crore) to undertake assignments of this magnitude and should have positive net worth continuously for the past three financial years (i.e. March 31, 2019, 2020 and 2021).</p> <p><i>(The last three financial years' audited Balance Sheets and Profit and Loss Account reports should be enclosed) [(Net worth = Capital Funds (Paid- up Equity Capital + Paid-up preference shares + Free Reserves) - (Accumulated balance of loss + Balance of deferred revenue expenditure + Other intangible assets)]</i></p>			
5	<p>The bidder should have earned net profit in each of the last three years.</p> <p><i>(The last three financial years' audited Balance Sheets and Profit and Loss Account reports should be enclosed)</i></p>			
6	<p>The bidder must warrant that it is a going company / firm, financially solvent, i.e. able to meet all its debts as and when they fall due.</p> <p><i>(Certificate from Chartered Accountant that the bidder is financially solvent, i.e., it is able to meet all its debts as and when they fall due).</i></p>			
7	<p>Not have been barred / black listed by any regulatory/ statutory authority/PSU/Government client.</p>			

8	The bidder must warrant that there is no legal action being taken against it for any cause in any legal jurisdiction. If such an action exists and the bidder considers that it does not affect its ability to deliver the RFP requirements, it shall provide details of the action(s).			
9	The bidder should have prepared and implemented ERM framework in Scheduled Commercial Banks including Foreign Banks (excluding RRBs, Cooperative Banks and local area banks).			
10	The bidder should be primarily in the field of Risk Management especially Information Security and Enterprise Risk Management.			
11	The bidder should have an office in India with technically qualified staff to render the said services and should be able to support implementation of ERM in Mumbai and other offices mentioned in the Scope of Work.			
12	The bidder should provide satisfactory performance certificates from a minimum of two customers where the bidder has implemented ERM during the last 5 years			

2. If Bank needs additional information / clarification, we shall furnish the same within the time frame as specified by the Bank.
3. In case, the Bank finds any deviation, information furnished is incorrect or misrepresented, the Bank may take decision as deemed fit, without giving any explanation.

Yours faithfully,

(Signature and seal)

Name:

Designation:

Place:

Date:

ANNEX B

TECHNICAL BID FORM-ERM

The Chief Risk Officer
Bank of Baroda
Baroda Corporate Centre
Risk Management Department 3rd floor,
C26, G Block,
Bandra Kurla Complex
Mumbai 400051

Dear Sir,

1	Name of the Bidder	
2	Experience of the Firm / Company: 1. ERM implementation experience with a scheduled commercial bank 2. ERM implementation experience with Foreign banks 3. ERM implementation experience with other financial institutions 4. ERM implementation experience for organizations other than banks, insurance companies and financial institutions	Project details of each project to be given in the following format, with documentary evidence. <ul style="list-style-type: none">• Project name• Project description, including technical details• Role of the company, whether complete end-to-end involvement or for a particular module• Project location• Client name• Client address• Client contact person, contact no• Project starting date• Project ending date
3	Methodology and approach in implementing the framework	Bidder can provide this in the format they think appropriate. The methodology and approach should cover the scope of work in its entirety
4	Experience of team members in ERM implementation for banks, insurance companies and financial institutions	<ul style="list-style-type: none">• Name of the project manager from the bidding entity• Name of the proposed project manager• List of ERM projects handled by project manager

		<ul style="list-style-type: none"> • Name of the team members in the proposed team for ERM consultancy who had handled consultancy assignments in ERM for Public Sector Banks, Private Sector Banks, Financial Institutions and government departments in India/overseas along with name of the clients handled and total experience in the ERM domain • Name of the team members in the proposed team for ERM consultancy who had handled consultancy assignments in ERM other than banks, insurance companies and financial institutions and total experience in the ERM domain
5	Certifications of satisfactory task performance from -2- of the organizations of comparable business size (to BOB)	<ul style="list-style-type: none"> • Certifications of satisfactory task performance from -2- of the organizations of comparable business size (to BOB)

(Signature and seal)

Name:

Designation:

Place:

Date:

ANNEX C

COMMERCIAL BID FORM – ERM FRAMEWORK

The Chief Risk Officer
Bank of Baroda
Baroda Corporate Centre
Risk Management Department 3rd floor,
C26, G Block,
Bandra Kurla Complex
Mumbai 400051

Dear Sir,

Sr. No.	Activity	Consultant's Professional Fee (Amount in Rupees)
1	Extensive review of ERM Policy	
2	Extensive review of ICAAP Policy	
3	Extensive review of Stress Testing Policy	
4	Extensive review of Risk Appetite Framework	
5	Submission of Report on observations/recommendations w.r.t. gaps	
6	Implementation of the observations/suggestions/recommendations made in -4- policy documents	
7	Dashboard	
8	Review of Earning Risk Analysis at Portfolio Level	
	Total	

1. The above quoted fee is the lump sum (fixed price) amount and any add on in any form will not be payable by the Bank for whatsoever reason.
2. The fee includes all taxes, duties, levies etc., except service tax.
3. The fee also includes the cost of deliverables for all the phases of ERM.
4. Bank will deduct the tax at source, if any, as per the law of the land.
5. Further, we confirm that we will abide by all the terms and conditions contained in the Request for Proposal document.

(Signature and seal)

Name:

Designation:

Place:

Date:

ANNEX D

COMPLIANCE CERTIFICATE - TECHNICAL BID

The Chief Risk Officer
Bank of Baroda
Baroda Corporate Centre
Risk Management Department 3rd floor,
C26, G Block,
Bandra Kurla Complex
Mumbai 400051

Dear Sir,

Re: Tender dated 1st July, 2022 TECHNICAL BID for Consultancy Services for Review and Implementation of Enterprise Risk Management (ERM) Framework in Bank of Baroda

Having examined the Tender Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer consultancy services for implementing Enterprise Risk Management (ERM) Framework in Bank of Baroda and to meet such requirements and provide such services as are set out in the Tender Document.

We attach hereto the Tender Response as required by the Tender document, which constitutes our bid.

We undertake, if our Tender is accepted, to adhere to the implementation plan and timelines put forward in our Tender Response or such adjusted plan as may subsequently be mutually agreed between us and the Bank of Baroda or its appointed representatives.

If our Tender Response is accepted, we will obtain a performance bank guarantee in the format given in the Tender Document issued by a scheduled commercial bank in India for a sum equivalent to 10% of the contract sum for the due performance of the contract.

We agree to abide by this Tender Response for a period of one hundred eighty days from the date fixed for Tender opening and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed. This Tender Response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us.

We agree that you are not bound to accept the lowest or any Tender Response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the goods/products specified in the Tender Response without assigning any reason whatsoever.

It is hereby confirmed that we are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this document as well as such other documents which may be required in this connection.

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

Dated this Day of 2022

.....

(Signature) (in the capacity of)

Duly authorized to sign the Tender Response for and on behalf of :

.....

(Name and address of Bidding Company) (Seal/Stamp)

Witness name: Witness name:

Witness address: Witness address:

Witness signature: Witness signature:

- Attachment:
- Board resolution delegating signing powers to authorized signatories.
 - Tender Technical Response

Certificate as to Authorize Signatories

I, certify that I am Secretary of the
(Name of the bidding entity) and that
(Name of the firm/company's signatory) who signed the above Tender is authorized to
bind the firm/company by authority of its governing body.

ANNEX E

COMPLIANCE CERTIFICATE - COMMERCIAL BID

The Chief Risk Officer
Bank of Baroda
Baroda Corporate Centre
Risk Management Department 3rd floor,
C26, G Block,
Bandra Kurla Complex
Mumbai 400051

Dear Sir,

Re: Tender dated 1st July, 2022 TECHNICAL BID for Consultancy Services for Review and Implementation of Enterprise Risk Management (ERM) Framework in Bank of Baroda

Having examined the Tender Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer consultancy services Implementing Enterprise Risk Management (ERM) Framework in Bank of Baroda and to meet such requirements and provide such services as are set out in the Tender Document for a total bid price of:

..... **(Indian Rupees in words and figures).**

We attach hereto the Tender Commercial Response as required by the Tender document, which constitutes our bid.

We undertake, if our Tender is accepted, to adhere to the implementation plan put forward in our Tender Response or such adjusted plan as may subsequently be mutually agreed between us and the Bank of Baroda or its appointed representatives.

If our Tender Response is accepted, we will obtain a performance bank guarantee in the format given in the Tender Document, issued by a scheduled commercial bank in India, for a sum equivalent to 10% of the contract sum for the due performance of the contract.

We agree to abide by this Tender Response for a period of one hundred and eighty days from the date fixed for Tender opening and it shall remain binding upon us, until within this period a formal contract is prepared and executed. This Tender Response, together with your

Written acceptance thereof in your notification of award, shall constitute a binding contract between us.

We agree that you are not bound to accept the lowest or any Tender Response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the goods/products specified in the Tender Response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this document as well as such other documents which may be required in this connection.

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

Dated this Day of 2022

.....

(Signature) (in the capacity of)

Duly authorized to sign the Tender Response for and on behalf of :

.....

(Name and address of Bidding Company) (Seal/Stamp)

Witness name: Witness name:

Witness address: Witness address:

Witness signature: Witness signature:

- Attachment:
- Board resolution delegating signing powers to authorized signatories
 - Tender Commercial Response

Certificate as to Authorized Signatories

I, certify that I am Secretary of the
.....

(Name of the bidding entity) and
that.....

(Name of the firm/company's signatory) who signed the above Tender is authorized to bind
the firm/company by authority of its governing body.

.....

(Seal)

(Secretary)

ANNEX F

ESTIMATED EFFORT AND TIME

The Chief Risk Officer
Bank of Baroda
Baroda Corporate Centre
Risk Management Department 3rd floor,
C26, G Block,
Bandra Kurla Complex
Mumbai 400051

Dear Sir,

Estimated effort and elapsed time details are as under-

SI No	Activity (refer Chapter 3)	Estimated Time	Effort in Man-days	Number of Team Members who will be deployed	Remarks
1	Extensive review of ERM Policy				
2	Extensive review of ICAAP Policy				
3	Extensive review of Stress Testing Policy				
4	Extensive review of Risk Appetite Framework				
5	Submission of Report on observations/recommendations w.r.t. gaps				
6	Implementation of the observations/suggestions/recommendations made in -4- policy documents				
7	Dashboard				
8	Review of Earning Risk Analysis at Portfolio Level				

(Signature and seal)

Name:

Designation: Place:

Date:

ANNEX G

PROPOSED TEAM PROFILE

The Chief Risk Officer
Bank of Baroda
Baroda Corporate Centre
Risk Management Department 3rd floor,
C26, G Block,
Bandra Kurla Complex
Mumbai 400051

Dear Sir,
Following is the detail of proposed team members.

SI no	Name of the person (project manager, team leader, team member)	Qualification (professional, certification, accreditation)	Expertise (in terms of years and areas of expertise)	Public Sector Banks, Private Sector Banks, Foreign Banks and other Financial Institutions
1				
2				
3				
4				
5				
6				
7				
8				

Documentary proofs are to be enclosed to substantiate the claims made.

(Signature and seal)

Name:

Designation:

Place:

Date:

ANNEX H

PERFORMANCE BANK GUARANTEE

The Chief Risk Officer
Bank of Baroda
Baroda Corporate Centre
Risk Management Department 3rd floor,
C26, G Block,
Bandra Kurla Complex
Mumbai 400051

Dear Sir,

Re: Tender dated 1st July, 2022 TECHNICAL BID for Consultancy Services for Review and Implementation of Enterprise Risk Management (ERM) Framework in Bank of Baroda

WHEREAS

M/s. (name of Bidder), a company registered under the Companies Act, 1956, having its registered and corporate office at (address of the Bidder), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), entered into an Agreement dated (hereinafter, referred to as “the said Agreement”) with you (Bank of Baroda) for end to end consultancy services, as detailed in the scope of work for the consultant for the project in the RFP document, for Business Continuity Management Framework of Bank of Baroda, as detailed in the said Agreement.

We are aware of the fact that in terms of sub-para (...), Section (...), Chapter (...) of the said Agreement, our constituent is required to furnish a Bank Guarantee for an amount Rs (in Words and figures), being 3% of the Contract Price of Rs... (In words and figures), as per the said Agreement, as security against breach/default of the said Agreement by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Agreement with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably

Guarantee you as under:

I. In the event of our constituent committing any breach/default of the said Agreement, which breach/default has not been rectified within a period of thirty (30) days after receipt of written notice from you, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of Rs (in words and figures) without any demur.

II. Notwithstanding anything to the contrary, as contained in the said Agreement, we agree that your decision as to whether our constituent has made any such default/s / breach/es, as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Agreement, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

III. This Performance Bank Guarantee shall continue and hold good till the completion of the warranty period for Business Continuity Management Framework subject to the terms and conditions in the said Agreement.

IV. We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Agreement until the completion of the end to end consultancy as per said Agreement.

V. We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we have an obligation to honor the same without demur.

VI. In order to give full effect to the guarantee contained herein, we (name and address of the bank), agree that you shall be entitled to act as if we were your principal debtors in respect of your claims against our constituent. We hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of this Performance Bank Guarantee.

VII. We confirm that this Performance Bank Guarantee will cover your claim/s against our constituent made in accordance with this Guarantee from time to time, arising out of or in relation to the said Agreement and in respect of which your claim is lodged with us on or before the date of expiry of this Performance Guarantee, irrespective of your entitlement to other claims, charges, rights and reliefs, as provided in the said Agreement.

VIII. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent

by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

IX. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you (Bank of Baroda).

X. This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you.

XI. Notwithstanding anything contained herein above, our liability under this Performance Guarantee is restricted to Rs (in words and figures) and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the afore-said date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in his/their favor.

2. We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Agreement, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

I. Our liability under this Performance Bank Guarantee shall not exceed Rs. (in words and Figure);

II. This Performance Bank Guarantee shall be valid only up to completion of end to end consultancy; and

III. We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before completion of the warranty period for end to end consultancy.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the Performance Bank Guarantee is not received by the bank within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

Dated this..... Day 2022

Yours faithfully,

For and on behalf of the.....Bank,
(Signature)
Designation
(Address of the Bank)

Note:

- a) This guarantee will attract stamp duty as a security bond under Article 54(b) of the Mumbai Stamp Act, 1958.
A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.

ANNEX I

BID SECURITY/ EARNEST MONEY DEPOSIT (EMD) LETTER

1. WHEREAS, (hereinafter referred to as “Bidder”) has submitted its proposal and response dated.....(hereinafter referred to as “Bid”) for the supply of all the requirements described in the Request for Proposal No. along with its amendments/Annexures and other ancillary documents (hereinafter referred to as “RFP”) as issued by Bank of Baroda.
2. We having our registered office at(hereinafter called the 'BIDDER') are offering security deposit of Rs. _____/- (Rupees _____ only) vide [demand draft / pay order / issued by a scheduled/Commercial Bank] bearing No._____ dated _____ [drawn on/ issued by] _____ (hereinafter referred to as “Bid Security”) favouring ‘Bank of Baroda for consideration of the Bid of the above mentioned Bidder.
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 authorise 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: _____

ANNEX –II

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

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

To

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

Sir,

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

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

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

Please strike off whichever is not applicable

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

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.]”

2. 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.

3. 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.....by20

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.

Annex - III

BID SECURITY DECLARATION FORM

Date:

RFP No:

To,

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 am the authorized person of declaration for and on behalf of Letter of Authority for executing to make the declaration is enclosed.

Signed:

In the
capacity of

Name:

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

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)

Annex –IV - Integrity Pact

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

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

Between

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

and

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

Preamble

BOB is \ one of the nationalized PSU Bank having its presence through its 9500+ of branches and 100+ administrative offices throughout India and 25+ overseas territories. BOB is committed to fair and transparent procedure in appointing of it's outsource service providers. The BOB intends to appoint/ select, under laid down organizational procedures, contract/ s for..... The BOB values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s).

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

Section 1 - Commitments of BOB

- 1) The BOB commits itself to take all measures necessary to prevent corruption and to observe the following principles
 - a. No employee of the BOB , personally or through family members , will in connection with the tender for , or the execution of a contract, demand ; take a promise for or accept, for self or third person, any monetary or non-monetary benefit which the person is not legally entitled to.
 - b. The BOB will, during the tender process treat all Bidder(s) with equity and reason. The BOB will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The BOB will make endeavor to exclude from the selection process all known prejudiced persons.
- 2) If the BOB obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the BOB will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)

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

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

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

Section 4 - Compensation for Damages

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

recover from the Bidder liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

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

Section 6 - Equal treatment of all Bidders / Subcontractors

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

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

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

Section 8 - Independent External Monitor

- 1) The BOB has appointed Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Name: Shri. Harishwar Dayal (email id: dayalagra@gmail.com) appointed competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders as confidential.
- 3) The Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BOB including that provided by the Bidder. The Bidder will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed 'Non-Disclosure of Confidential Information'. In case of any conflict of interest arising during the selection period or at a later date, the IEM shall inform BOB and recuse himself / herself from that case.

- 5) The BOB will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the BOB and the Bidder. The parties offer to the Monitor the option to participate in such meetings.
- 6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the BOB and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 7) The Monitor will submit a written report to the BOB officials within 15 days from the date of reference or intimation to him by the BOB and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the BOB , a substantiated suspicion of an offence under relevant IPC/ PC Act, and the BOB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9) The word 'Monitor' would include both singular and plural.

Section 9 Facilitation of Investigation

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

Section 10 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the selected Bidder till the contract period, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

Section 11 - Other provisions

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

6) In the event of any contradiction between the Integrity Pact and RFP/ RFQ/ tender documents and its Annexures, the Clause in the Integrity Pact will prevail.

(For & On behalf of the BOB)

(For & On behalf of Bidder)

(Office Seal)
Place-----
Date-----

(Office Seal)

Witness1:

(Name & Address)

Witness2:

(Name & Address)

Annex-V
NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT (“**NDA**”) is made at Mumbai this _____ day of ____ 2019

BY AND BETWEEN

BANK OF BARODA, a body corporate constituted under the provisions of Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Head Office at Mandvi, Baroda 390006 and 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 permitted assigns);

AND

....., a company incorporated under the (Indian) Companies Act, 1956 / 2013 and whose registered office is at _____ through its authorized representative Mr. _____ hereinafter referred to as “Company”, which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns)

BOB and Company, shall hereinafter be individually referred to as first Party and second party collectively referred to as “Parties”.

RECITALS

WHEREAS:

1.

BOB pursuant to its working relationship which has been or may be established, with the Company, anticipate that it may have to disclose or deliver certain documents, components, parts, information, drawings, data, sketches, plans programs, specifications, techniques, processes, software, inventions and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to marketing, finance, forecasts, invention, research, design or development of information system and any supportive or incidental sub-systems, (collectively, “Proprietary Information”); and which may be accessible / available to the Company

WHEREAS, BOB desires to ensure that the confidentiality of any Proprietary Information is maintained, during the tenure of the NDA (contract) and thereafter;

NOW, THEREFORE, in consideration of the foregoing premises, and the mutual covenants contained herein, both the parties intending to be legally bound, BOB and Company hereby agree as follows:

1 CONFIDENTIAL INFORMATION

- 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 Company or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the Company irrevocably agrees and undertakes and ensures that the Company 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 Company of its obligations.
- 2 The Company 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 Company.
- 3 The Company shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information.
- 4 The Company 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 Company 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 Company or its affiliates.
- 5 Company 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.
- 6 The Company hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of any oral or written information which may contain, hold or bear confidential information or disclose the information submitted by BOB under any other Agreement to any third party unless such disclosure is mandatorily required by law or if it is required necessarily to be disclosed to any other agency/subcontractor or the like for the purpose of performing any of its obligations under the contract.
- 7 Company shall not disclose the name of the BOB, or the existence, nature or substance of any agreement, relationship and/or negotiations between BOB and the Company, in any publicity material or other communications to any third parties without the prior permission of BOB.

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 Company at the time of disclosure ;
- iii) Was disclosed or parted with the prior consent of BOB;
- iv) Was acquired by the Company 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.

9. The Company 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.

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

2 PROPRIETARY RIGHTS

Title to all documents, process details, any other information which is having intellectual property rights received by Company from BOB, including all Proprietary Information, shall remain at all times the sole property of BOB, and this Agreement shall not be construed to grant to Company any patents, licenses or similar rights to such property and Proprietary Information disclosed to Company hereunder.

3 INDEMNITY

3.1 The Company hereby agrees to indemnify and keep BOB indemnified safe and harmless at all times against all or any consequences arising out of any breach of this confidentiality undertaking by the Company and /or its employees and shall immediately reimburse and pay to BOB on demand all damages, loss, cost, expenses or any charges that BOB may sustain suffer, incur or pay in connection therewith.

3.2 The Company acknowledges that a breach of its obligations under this Agreement could cause irreparable harm to the BOB for which monetary damages may be difficult to ascertain or an inadequate remedy. The Company therefore agrees that the BOB will have the right, in addition to its other rights and remedies, to seek injunctive relief and damages for any violation of this Agreement.

4 Termination and Survival

4.1 The terms of this Agreement shall be for ----- months unless terminated by BOB with thirty days prior written notice to Company , however, this Agreement's provisions will survive as to Confidential Information that is disclosed before termination.

4.2 Unless the BOB otherwise agree in writing, Company duty to protect Confidential Information expires three years from termination / expiry of this Agreement, provided the information which is by its nature required to keep confidential or under any applicable laws required to protect forever such information shall be remain confidential forever or until such time when the Company no longer has access to the Confidential Information or has returned or destroyed all Confidential Information having in its possession.

5 GOVERNING LAW AND JURISDICTION:

The provisions of this Agreement shall be governed by the laws of India. If any disputes or differences shall arise between the Parties hereto as to the interpretation or the performance of this Agreement the same shall be referred to sole arbitrator to be appointed by BOB. The arbitration proceeding shall be governed by the Arbitration and Conciliation Act 1996 and rules / amendments there under. The place of Arbitration shall be at Mumbai. The language of arbitration shall be English and the courts at Mumbai shall have the exclusive jurisdiction to try any matters arising from this Agreement.

6 SEVERABILITY

If any provision of this Agreement is invalid or unenforceable, then such provision shall be construed and limited to the extent necessary, or severed if necessary, in order to eliminate such invalidity or unenforceability, and the other provisions of this Agreement shall not be affected thereby.

7 NO LIABILITY

Company understands and agrees that neither the BOB nor any of its directors, officers, employees, agents, advisors or representatives (i) have made or make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information or (ii) shall have any liability whatsoever to Company or its Affiliates relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom.

8 MISCELLANEOUS

8.1 No delay or omission by either party in exercising any rights under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by either Party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

8.2 This Agreement is in addition to any prior written agreement between BOB and Company

relating to the subject matter of this Agreement; in the event of any disparity or conflict between the provision of such agreements, the provision which is more protective of Proprietary Information shall control.

8.3 This Agreement may not be modified, in whole or in part, except by an agreement in writing signed by BOB and Company .

IN WITNESS WHEREOF, the Parties hereto have set the hands of the respective authorized officials on the day and year first hereinabove written.

For Bank of Baroda	For M/s _____
Sign ;	Sign ;
Name :	Name :
Title :Authorized Signatory	Title :Authorized Signatory
Address:,	Address:,
Fax No.	Fax No.