

Request for Proposal (RFP) for appointment of Consultant for implementation of Operational Resilience and Business Continuity Management Framework

Bank of Baroda
Baroda Corporate Centre
Risk Management
3rd Floor, C-26, G-Block
Bandra Kurla Complex
Bandra (East), Mumbai - 400 051

24th August, 2022

**RFP Reference:
BCC:RMD:114:341**

Confidentiality

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Disclaimer

This RFP is not an offer by BOB, but an invitation to receive response from eligible interested bidders for end-to-end consultant for implementation of Operational Resilience and Business Continuity Management Framework in BOB. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by BOB with the Bidders. This document should be read in its entirety.

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

S. No.	Particulars	Timeline
1	RFP Issuance Date	24 th August 2022
2	RFP Coordinator Name & Contact Details	Mr. Amit Prakash, Senior Manager, Risk Management, Bank of Baroda, 3 rd Floor, Baroda Corporate Centre, C-26, G-Block, BKC, Mumbai-51 Phone Number: 022 - 66985356 Email: bcpcell.bcc@bankofbaroda.com
3	Last date of submission of RFP Response (Closing date)	23 rd September 2022, 3:00 PM
4	Eligibility cum Technical Bid Opening Date	27 th September 2022 11:00 AM The meeting will be held at Bank's Corporate Centre building
5	Commercial Bid	The commercial bids of only those Bidders who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible Bidders.
6	Application Money	Rs. 10,000/- (Rupees Ten Thousand only)
7	Bid Security / Earnest Money Deposit (EMD)	Rs. 1,00,000/- (Rupees One Lakh only)
8	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 11 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.
9	Last Date of Written request for Clarifications Before the Pre-bid Meeting	By 10 th September 2022 5:00 PM, by email to bcpcell.bcc@bankofbaroda.com
9	Pre-bid meeting date & venue details	13 th September 2022 3:00 PM Bidder to submit two participant's names, contact numbers, designations and e-mail IDs on bcpcell.bcc@bankofbaroda.com by 12 th September 2022

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 Table of Contents.

[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

- a) **'Bank'** or **'BOB'** means 'Bank of Baroda'
 - b) **'Recipient', 'Respondent', 'Bidder', 'Service Provider', 'SP', 'Vendor'** means the respondent to the RFP document
 - c) **'RFP'** or **'Tender'** means the Request for Proposal document
 - d) Proposal, Bid means **"Response to the RFP Document"**
 - e) Tender means RFP response documents prepared by the bidder and submitted to Bank of Baroda.
 - f) Support means **'Support & Services'** to be provided as part of the **'Scope of Work'** Clauses for Tenders as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure
- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
 - II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
 - III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
 - IV. The beneficial owner for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural

person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
 - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. [The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

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1. Introduction

1.1 Introduction and Disclaimer

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda (“the Bank”) for appointment of Consultant for implementation of Operational Resilience and Business Continuity Management Framework.

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

1.2 Information Provided

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

1.3 For Respondent Only

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

1.4 Confidentiality

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

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

1.5 Disclaimer

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

1.6 Costs Borne by Respondents

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

1.7 No Legal Relationship

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

1.8 Recipient Obligation to Inform Itself

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

1.9 Evaluation of Offers

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

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

1.10 Errors and Omissions

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

1.11 Standards

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

1.12 Acceptance of Terms

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

2. RFP Response terms

2.1 Lodgement of RFP Response

2.1.1. Application Money

Application Money as mentioned in “[A] Important Dates – 6. 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.

2.1.2. RFP Closing Date

RFP Response should be received by the officials indicated at Bank of Baroda not later than Last Date of Submission as mentioned in “[A] Important Dates – 3. Last date of submission of RFP Response” of this RFP document.

2.2 Registration of RFP Response

Registration of RFP response will be affected by the Bank upon the Bank receiving the RFP response only when it contains all documents, information, and details required by this RFP and as specified therein. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through any other mode, the RFP is liable to be summarily rejected.

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

2.3 Late RFP Policy

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

response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.

2.4 RFP Validity period

RFP responses must remain valid and open for evaluation according to their terms for a period of at least -3- months from the RFP closing date. The Bank shall have the right at its sole and absolute discretion to continue the assignment/contract on the selected Bidder for future requirement for various items/activities as described in the RFP after expiry of current assignment period.

2.5 Requests for Information

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

2.5.2 All questions relating to the RFP, technical or otherwise, must be in writing and communicated to the addresses or through e-mail as mentioned in **[A] Important Dates (Point 2)**. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications.

2.5.3 The Respondent must communicate the same in writing as mentioned in **[A] Important Dates (Point 2)** in the prescribed "Comment format" (Annexure - 6). The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Respondents. However, the Bank will not answer any communication initiated by the Respondents later than the Last Date of receiving clarifications, as mentioned in [A] Important Dates (Point 2) in this section.

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

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

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

2.6 Notification

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

2.7 Disqualification

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

2.8 Language of Bid

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

2.9 Formats of Bids

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

2.10 Timeframe

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

2.11 RFP Response Submission Details

2.11.1 Eligibility Cum Technical and Commercial bids shall be submitted in separate sealed sub-envelopes superscribing:

- A. “**ELIGIBILITY Cum TECHNICAL BID FOR BANK OF BARODA - For Selection of Bidder for engagement of Consultant for implementation of Operational Resilience and Business Continuity Management Framework SUBMITTED BY ON AT MUMBAI, DUE DATE**” on the top of the sub-envelope containing the Eligibility Cum Technical Bid.
- B. The envelope should have the Application Money Demand Draft/Bankers Cheque as per Clause 2.1.1 and Bid Security/Earnest Money Deposit (EMD) as per 5.5.1 respectively. The proof of same is to be submitted while opening of eligibility cum technical bid, failing of which the bid of the concerned bidder may be rejected. It should also have the hard copy of Technical Bid with pages properly numbered, each page signed and stamped.
- C. The Technical Bid should be bound in such a way that the sections of the Bid cannot be removed and separated easily.

Bidder shall also submit a soft copy of the same in a Pen Drive (PD). A masked copy of the entire commercial bid after masking the prices/ commercials should accompany the Technical Bid.

D. “COMMERCIAL BID FOR BANK OF BARODA – For Selection of Bidder for engagement of Consultant for implementation of Operational Resilience and Business Continuity Management Framework SUBMITTED BY ON AT MUMBAI, DUE DATE” on the top of the sub-envelope containing the Commercial Bid.

2.11.2 These two separate **sealed sub-envelopes** should be put together in another **sealed master envelope** superscribing **“BID FOR BANK OF BARODA – For Selection of Bidder for engagement of Consultant for implementation of Operational Resilience and Business Continuity Management Framework SUBMITTED BY ON AT MUMBAI, DUE DATE”**

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

2.11.4 The response should be organized and submitted in the following manner:

A. Eligibility Cum Technical Bid:

Section #	Section Heading	Proforma Given
1	Covering letter certifying eligibility criteria compliance	Bidder to provide
2	Eligibility criteria compliance with Bidder comments	Annexure 02
3	Credential letters / Letter of Intent/ Purchase orders / Supporting documents	Bidder to provide
4	Application Money Demand Draft	Bidder to provide
5	Bid Security/ Earnest Money Deposit (EMD) Letter along with DD/ Pay Order	Annexure 03
6	Bid Security/Earnest Money Deposit in the form of Bank Guarantee	Annexure 04
7	General Undertaking	Annexure 05
8	Conformity with Hard Copy	Annexure 07
9	Conformity Letter	Annexure 08
10	Team Profile	Annexure 09
11	Undertaking for Information Security	Annexure 10
12	Technical Proposal: The proposal based on Technical specification compliance as per Annexure should be submitted with pages properly numbered, each page signed and stamped.	Bidder to provide

Section #	Section Heading	Proforma Given
13	Copy of the RFP document along with the addendum duly sealed and signed on all the pages of the document.	Bidder to provide
14	Pen drive containing soft copy of the Annexure and the scanned copies of supporting documents.	Bidder to provide
15	Masked price bid (Please note that the masked price bid should be exact reflection of the commercial bid except that the masked price bid should not contain any financial information)	Annexure 12
16	Integrity Pact	Annexure 14
17	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	Annexure 18
18	A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Banks.	Bidder to provide
19	Methodology and Detailed Project Plan	Annexure 15
20	Format for Submission of Deliverables	Annexure 16
21	Format for Submission of Project Timelines	Annexure 17

B. Commercial Bid:

Section #	Section Heading	Pro-forma Given
1	Covering letter on submission of Commercial Bid	Bidder to provide
2	Conformity with Hard Copy	Annexure 07
3	Commercial Bid	Annexure 13
4	Pen drive containing soft copy of the commercial bids	Bidder to provide

2.12 Important points to be noted:

- 2.12.1** The response should be organized and all the pages of the proposal including annexure and documentary proofs should be numbered and be signed by the authorized signatory.
- 2.12.2** Copy of the RFP document along with the addendum duly putting the seal and signature on all the pages of the document for having noted contents and testifying conformance of the terms and conditions set out therein should also be enclosed in the envelope.
- 2.12.3** **The RFP response documents should be submitted to the Bank in duplicate in paper copies i.e. two sets of envelope (One containing original and the other having the duplicate set).**

2.12.4 The proposal should be prepared in English in appropriate format to explain the compliance of the terms of RFP by way of MS Word/Excel/PowerPoint format.

2.12.5 All envelopes must also be superscribed with **Name of the Bidder with contact number and Email ID** as well.

2.12.6 The above mentioned envelopes as indicated must be addressed to the following:

Chief Risk Officer
Bank of Baroda,
3rd Floor, Baroda Corporate Centre,
C-26,
G-Block, BKC, Bandra (E), Mumbai 400051

2.12.7 The sealed bid envelopes should be delivered to Mr. Amit Prakash, Senior Manager, Risk Management at the address as mentioned in **[A] Important Dates (Point 2)**. Only one submission of response to RFP by each Respondent will be permitted.

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

2.12.9 All envelopes should be securely sealed and stamped. The authorized signatories of the Respondent should initial on all pages of Technical and Commercial Bids.

2.12.10 Contact Details for Responding to RFP:

Postal Address:
Chief Risk Officer
Bank of Baroda,
3rd Floor, Baroda Corporate Centre,
C-26, G-Block, BKC, Bandra East, Mumbai 400 051.

2.12.11 RFP Coordinator

The Bank has established a RFP coordinator to provide a venue for managing Bidder relationship and other requirements through the Bank's decision making body for contract clarification. All the queries and communication must be addressed to the RFP coordinator/ contact personnel from the Bank mentioned in "**[A] Important Dates – 2. RFP Coordinator**".

2.13 Commercial Bid

The Commercial Offer should give all detailed relevant price information and should not contradict the Technical Offer in any manner. There should be no hidden costs for items quoted. The offer must be made in Indian Rupees only and the offer should include all taxes, duties, levies etc. except GST (wherever applicable). The suggested format for submission of Commercial offer is mentioned in Annexure 13. The Bank is not responsible for the arithmetical accuracy of the bid. The selected Bidder

will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever will not be responsible for any assumptions made by the Bidder. The Bank at a later date will not accept any plea of the Bidder or changes in the commercial offer for any such assumptions.

3. Terms of Reference

3.1 Introduction and Overview

Bank of Baroda, referred to in this document as the Bank, is a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai – 400051. The expression ‘Bank’ unless repugnant to the context or meaning thereof will mean and include its successors and assignees. Bank intends to issue this bid document, hereinafter called “RFP”, to eligible strategic consultants, to participate in the competitive bidding for setting up of Business Strategy and Project management of Risk Management.

Resilience is ingrained in our vocabulary, especially in today’s challenging business landscape. In its simplest form, resilience can be defined as the ability to recover from setbacks. Unlike risk, which has a probabilistic component and creates significant uncertainty, operational resilience must be contemplated as an inevitability.

Systems will fail, cyber-attacks will be successful, and pandemics will occur. Having understanding of how to minimize the impact of a disruption to our stakeholders and the broader economy, knowing where our organization’s vulnerabilities lie, and developing our foundational elements (e.g., cyber, business, third-party, and technology resilience) will help our organization recover more quickly and minimize customer harm.

For the above purpose, we seek to appoint a consultant to help with gap assessment and recommendation, blueprint the design, implementation, roadmap ahead, benchmarking certification and potential operating model for Operational Resilience and Business Continuity Management beneath the ambit of Bank’s Risk Management.

The broad scope of work for consultant is outlined below:

Stage	Outline
Assess/Identify	<ul style="list-style-type: none"> • Assess BOB’S current Business Continuity Management and Operational Resilience program and provide an assessment report • Provide recommendations to mature program scope, governance, and risk oversight activities • Develop a strategic roadmap with proposed timeline and milestones to establish key program elements • Identify critical customer/business services • Identify digital dependencies • Identify what matters most
Define	<ul style="list-style-type: none"> • Build and sustain an integrated operating model

	<ul style="list-style-type: none"> • Develop program charter, supporting policy/manual and standards for, at a minimum, Business Resilience, Technology Resilience, Cyber Resilience, and Third-Party Resilience • Develop a comprehensive and robust Business Continuity Management Policy for the Bank in line with the ISO 22301 standards and global Business Continuity Management good practices • Develop a comprehensive and robust Operational Resilience Policy for the Bank in line with global framework and best practices • Establish communication protocols • Propose an operating model for integrating crisis management into the governance structure • Develop definition of critical services and methodology to define operational impact tolerance levels and escalation requirements in the event of a crisis • Define methodology and system requirements to enable mapping exercises • Provide methodology for identifying relevant crisis scenarios • Develop methodology for conducting operational resilience testing exercise and develop associated assurance reporting • Formulate and define possible threat scenarios
Transfer/Map	<ul style="list-style-type: none"> • Complete mapping for critical services including conducting of BIAs • Identify list of relevant (severe but plausible) scenarios applicable to critical customer/business services • Provide necessary training, templates, and collateral documentation for the Bank's personnel • Map third-party dependencies • Map risks to the value chain
Delivering business as usual (BAU)	<ul style="list-style-type: none"> • Assess resilience of critical services end-to-end including the associated People, Technology, Premises and Third Parties. • Remediate resilience gaps - Execute a BAU programme to remediate resilience gaps in an order that reflects the Bank's organisational capacity and risk appetite • A sustainable Operational Resilience function using/recommending different tools, software etc.
Operational Resilience and Business Continuity Management Awareness	<ul style="list-style-type: none"> • Create a detailed Operational Resilience and Business Continuity Management Awareness plan, covering awareness sessions for the following target audiences in BOB - Senior/Top Management, Operational Resilience Team, Departments Concerned and General Staff of BOB

3.2 Scope of Work:

- Detailed scope is given in Annexure-20

3.3 Timeframe and milestones

- The initial appointment of Consultant for project is envisaged for duration of 9 months, extendable by 12 months at the discretion of Bank from the date of appointment with the same terms and conditions at the same rate.
- Consultant’s scope has been structured as a milestone based delivery payment as outlined below. Strategic Consultant will be engaged for milestone 1 to 3 as mandatory deliverables and subsequent extensions for more journeys/waves upon the discretion of the Bank.
- The consultant will work with the Bank to achieve the following deliverables as per the timetable below. The timetable is indicative and the detailed delivery plan will be drawn up post engagement of the successful bidder.

Milestone	Deliverables	Timeline
M1	Assessment and Recommendations	T+90 days
M2	Implementation of Recommendations	T+120 days
M3	Post implementation Assessment, Conducting awareness trainings etc. and benchmarking certification	T+60 days

. Note: (1)T indicates kick off date of engagement of with the consultant.

The Bank shall have the right, at its sole and absolute discretion, to continue the assignment or contract with the successful Bidder for future requirements on the rates finalized in this process adjusted for inflation or at a price negotiated thereafter, after the expiry of the current assignment period. The Bank may solicit the Bidder’s consent to mutually extend period of 12 months or more in this regard.

3.4 Team

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

The Banks expect prospective partner to deploy adequate on-site team to support the stage wise implementation activities. The team will be responsible for delivering on the above scope. The bidder should have ability to provide full-time on-site resources in Mumbai, Hyderabad , Vadodara and Gandhinagar as desired by the Bank. The team should have atleast -2- subject matter specialists who must have worked on similar line of projects in India or in OECD countries . There will be penalties if the manpower is not provided as per Bid document.

4. Bid Evaluation Process

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

- Stage 1 - Eligibility Bid evaluation
- Stage 2 - Evaluation methodology for eligible Bidders

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

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

4.1 Eligibility Bid

4.1.1 Eligibility criteria for the Bidder to qualify this stage are clearly mentioned in Annexure - 02 'Eligibility Criteria Compliance' to this document. The Bidder would need to provide supporting documents as part of the eligibility proof. All the credentials of the Bidder necessarily need to be relevant to the RFP.

4.1.2 The respondent should have an organization in India capable of undertaking similar contracts with respect to people, infrastructure, finance and other resources. It is preferable that the respondent has established processes and methodologies for procurement of similar platform.

4.1.3 The evaluation criteria to be used by the Bank will include the following:

- A. Financial strength of the prime Bidder and other requirements
- B. Experience and Capability in mentioned Services
- C. The Bidder need to comply with all eligibility criteria mentioned in Annexure - 2 (Eligibility Criteria Compliance)
- D. The Bidder is expected to provide proof for each of the points in Eligibility Criteria Compliance.
- E. All credential letters should be appropriately bound, labelled and segregated in the respective areas.

4.1.4 The proof provided has to be in line with the details mentioned in Annexure - 2 (Eligibility Criteria Compliance). If any credential detail mentioned in Annexure - 2 Eligibility Criteria Compliance is not accompanied by relevant proof documents from the clients, the proposal will not be considered for evaluation.

4.2 Evaluation Methodology for Eligible Bidder

After qualifying the eligibility criteria, the evaluation will be a three stage process. The stages are:

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

The technical evaluation and the commercial evaluation shall have the weightage of 70% and 30% respectively and this weightage shall be considered for arriving at the successful Bidder. The evaluation methodology vis-à-vis the weightages are as under:

4.2.1 Technical Bid Evaluation

- i) A maximum of 100 marks will be allocated for the technical criteria. The Bidder needs to achieve an overall cut-off score of 70 marks in this evaluation stage to be qualified for commercial bid opening. Only those Bidders who achieve the specified cut-off scores would be short-listed for Commercial Bid Evaluation.
- ii) Technical criteria are assessed based on Relevant Experience and Capabilities, Understanding of the scope & proposed approach etc.

The Technical Proposal will be evaluated for technical suitability and the criteria for evaluation of technical bids are as under:

#	Criteria	Marks
1	<p>Experience with Banks in India and OECD (Organisation for Economic Co-operation and Development) over last 5 years</p> <p>Experience and credentials of implementation of Operational Resilience in India and OECD region</p> <p>Experience and Credentials of implementation of Business Continuity Management in India</p> <p>Experience and Credentials of implementation of Business Continuity Management in OECD</p> <p>Client reference visit / feedback</p>	<p>20</p> <p>10</p> <p>10</p>
2	Operational Resilience implementation experience for organizations in India and OECD other than BFSI	5
3	<p>Proposed Approach and Methodology for Operational Resilience and Business Continuity Management</p> <p>Tools and techniques, standard operating procedures and best practices to be adopted for implementation</p> <p>Understanding of the scope of the assignment demonstrated in the response to the RFP</p> <p>Proposed approach and methodology for the entire scope of work</p> <p>(Decided by bank team on the basis of presentation)</p>	15

	and other relevant details provided by bidder)	
4	<p>Proposed Team Profile and deployment (based on the CV of the Team Leaders, Subject Matter Experts for different facets, resource personnel etc.)</p> <p>Experience and profile of Subject Matter Experts assigned</p> <p>Experience and profile of the key personnel assigned which includes Team Leader, Module Leader(s), team members, etc.</p> <p>Team deployment plan by module/ sub-module Capability</p> <p>Certifications of team members from recognized institutes like Business Continuity Institute (BCI) / Disaster Recovery Institute (DRI) etc.</p> <p><i>Preference shall be given to the proposed team members for actual deployment in Bank having experience in Operational Resilience</i></p>	20
5	<p>Plan for transfer of capabilities and knowledge and change management</p> <p>Plan of building capabilities</p> <p>Training and hand-holding of key Bank teams</p> <p>Sustainability plan</p>	20
	Total	100

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

- In case there is only one Bidder having technical score of -70- or more, the Bank may, at its sole discretion, also consider the next highest technical score and qualify such Bidder.
- In case, none of the participating Bidders qualify on technical criteria and reach or exceed the cut-off score of -70-, then the Bank, at its sole discretion, may qualify two Bidders on the basis of the top -2- scores.

However, the Bank at its discretion may reject the proposal of the Bidder or will not consider Bidder below cut-off marks by relaxing as mentioned above, if in the Bank's opinion the Bidder could not present or demonstrate the proposed solution as described in the proposal or in case the responses received from the customer contacts/site visited are negative or the proposed solution does not meet the Bank's functional and technical requirement.

Techno-commercial evaluation criteria

This will be Techno-commercial evaluation and accordingly the Technical evaluation will have 70% weightage and Commercial Evaluation shall have 30% weightage. These weightages shall be taken into consideration for arriving at the Successful Firm. The evaluation methodologies vis-à-vis the weightages are as under:

Score will be calculated for all technically qualified firms using the following formula:

$$S = (T/T \text{ High} \times 70) + (C \text{ Low}/C \times 30)$$

Where:

S = Score of the Firm

T = Technical score of the Firm

T High = Highest Technical score among the Firms

C = Quote as provided by the Firm

C Low = Lowest Quote of C among the Firms

The Firm securing the highest score becomes the successful Firm

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

Technical score will be arrived at treating the marks of the bidder scoring the highest marks (A) in technical evaluation as 100. Technical score for other bidders (B, C, etc.) will be computed using the formula Marks of B/Marks of highest scorer A * 70

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

$$\text{Commercial Score} = \text{Cost quoted by L1 bidder} / \text{Cost quoted by bidder} * 30$$

A "Combined score will be arrived at, taking into account both marks scored through Technical Proposal evaluation and the nominal commercial quotes, with a weightage of 70% for the Technical Proposal and 30% for the Commercial Proposal. The combined score is arrived at by adding Technical Score and Commercial Score. The successful bidder will be the one who has highest Combined Score

Sr No	Bidder	Technical Evaluation marks (T)	Nominal Bid Price in INR (C)	Technical Score	Commercial Score	Combined Score (out of 100)
1	A	95	71	$95/95*70 = 70.0$	$60/71*30 = 25.3$	$70 + 25.3 = 95.3$
2	B	85	65	$85/95*70 = 62.6$	$60/65*30 = 27.7$	$62.6 + 27.7 = 90.3$
3	C	90	60	$90/95*70 = 66.3$	$60/60*30 = 30.0$	$66.3 + 30.0 = 96.3$

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

5. Terms and conditions

5.1 General Terms

Request for Proposal (RFP) for appointment of Consultant for implementation of Operational Resilience and Business Continuity Management Framework

- 5.1.1** The Bank expects the Bidder to adhere to the terms of this bid document and would not accept any deviations to the same. If the Bidder has absolutely genuine issues only then should they provide their nature of non-compliance to the same in the format provided in Annexure - 6 Comments Format. The Bank reserves its right to not accept such deviations to the bid terms.
- 5.1.2** The Bank expects that the Bidder appointed under the bid document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.
- 5.1.3** Unless agreed to specifically by the Bank in writing for any changes to the bid document issued the Bidder responses would not be incorporated automatically in the bid document.
- 5.1.4** Unless expressly overridden by the specific agreement to be entered into between the Bank and the Bidder, the bid document shall be the governing document for arrangement between the Bank and the Bidder.

5.2 Rules for Responding to this RFP

- 5.2.1** Last date for submission of bids is as mentioned in **[A] Important Dates (Point 3)**
- 5.2.2** All responses received after the due date/time would be considered late and would be liable to be rejected.
- 5.2.3** All responses should be in English language. All responses by the Bidder to this bid document shall be binding on such Bidder for a period of -6- months after opening of the commercial bids.
- 5.2.4** All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the Bidders and may be accepted by the Bank form part of final contract between the Bank and the selected Bidder. Bidders are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.
- 5.2.5** The technical and commercial bid, submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted by the Bank. In case, due to unavoidable circumstances, the Bank does not award the contract within -06- months from the last date of the submission of the commercial bids, and there is a possibility to award the same within a short duration, the Bidder would have the choice to maintain the EMD or Bank guarantee in lieu of EMD with the Bank or to withdraw the bid and obtain the security provided.
- 5.2.6** The Bidder may withdraw its offer after submission, provided that, the Bank, prior to the closing date and time, and receives a written notice of the withdrawal prescribed for submission of offers. No offer can be withdrawn by the Bidder subsequent to the closing date and time for submission of the offers.
- 5.2.7** The Bidder is required to quote for all the components/services mentioned in the Section 3 “Gap assessment and recommendation, blueprint the design, implementation, roadmap ahead, benchmarking certification and potential operating model for Operational Resilience and Business Continuity Management” and all other requirements of this RFP. In case the Bidder

does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service.

It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.

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

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

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

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

5.2.12 The Bank is not responsible for any assumptions or judgments made by the Bidder for proposing and preparing the response to this RFP. The Bank's interpretation will be final.

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

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

5.2.15 The Bidder at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules etc., as mentioned in the bid document circulated by the Bank. Bidder shall be fully responsible for deviations to the terms & conditions etc. as proposed in the bid document.

5.2.16 Bid by Related Parties:

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

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

5.3 Commercial/Price Bids

5.3.1 The Bidder is requested to quote in Indian Rupee (INR). Bids in currencies other than INR would not be considered. The date for opening of commercial bids would be communicated separately to the eligible Bidders post the completion of the eligibility and technical evaluation.

5.3.2 The prices and other terms offered by Bidders must be firm for an acceptance period of -6-months from the opening of the commercial bid.

5.3.3 The prices quoted by the Bidder shall be inclusive of all taxes, duties, levies etc. except GST. There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

5.3.4 In case of any variation (upward or down ward) in Government levies / taxes / cess / excise / custom duty etc. which has been included as part of the price will be borne by the Bidder. Variation would also include the introduction of any new tax / cess/ excise, etc. The benefit or burden of other taxes quoted separately as part of the commercial bid like GST shall be passed on or adjusted to the Bank. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly. GST whichever is applicable, if any, will be paid by the Bank on production of relative payment receipts / documents. Necessary documentary evidence should be produced for having paid the GST, if applicable, and or other applicable levies.

5.3.5 If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than GST and if the Bank has to pay the same for any of the items or supplies made here under by the Bidder, for any reason including the delay or failure or inability of the Bidder to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Bidder along with the documentary evidence. If the Bidder does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Bidder from the Bank along with the interest calculated at commercial rate.

5.3.6 Terms of payment as indicated in the letter of intent/ Purchase Contract that will be issued by the Bank on the selected Bidder will be final and binding on the Bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the letter of intent/ Purchase Contract, the Bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows

“Clauses, if any contained in the Invoice which are contrary to the terms contained in the letter of intent/ Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the Bidder”. Bidder should ensure that the project should not suffer for any reason.

5.4 Price Comparisons

5.4.1 The Price offer shall be on a fixed price basis and should be inclusive of all taxes, duties, levies etc. except GST (wherever applicable) which will be paid. There will be no price escalation for during the contract period. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

5.4.2 The successful Bidder will be determined on the basis of evaluation mentioned in Clause 4 above.

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

5.4.4 Prices quoted by the Bidder should be inclusive of all taxes, duties and levies of whatsoever nature excepting GST, if any. The Bidder is expected to provide a breakup of the taxes indicated in the commercial bid format. The Bidder is expected to provide the tax types and tax percentage in both the commercial and masked bids (without amounts being submitted in the technical response).

5.4.5 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.

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

5.5 Bid Security and Performance Guarantee

5.5.1 Bid Security/Earnest Money Deposit (EMD)

A. The Bidder shall furnish, as part of its technical 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 for 90 days from the bid closing date, in the format provided in the RFP (Annexure – 4). The Demand Draft should be of a Commercial Bank

only and will be accepted subject to the discretion of the Bank. The proof of same is to be submitted while opening of eligibility cum technical bid, failing of which the bid of the concerned bidder may be rejected.

- B. Technical Offers made without the Bid Security/Earnest Money Deposit (EMD) will be rejected.
- C. The amount of Bid Security/Earnest Money Deposit (EMD) would be forfeited in the following scenarios:
- In case the Bidder withdraws the bid prior to completion of bidding process the bid for any reason whatsoever;
 - In case the Bidder refuses to accept and sign the contract as specified in this document within -1- month of issue of work order /letter of intent for any reason whatsoever or
 - In case the successful Bidder fails to provide the performance guarantee within -1- month from the issuance date of letter of intent/ work order, for any reason whatsoever.
 - 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.

5.5.2 Performance Guarantee

- A. The successful Bidder shall provide a Performance Guarantee 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 within -30- days from the date of letter of appointment or signing of the contract whichever is earlier in the format as provided in Annexure - 11. The Performance Guarantee shall be for the entire period of the contract plus -3- months and such other extended period as the Bank may decide mutually for due performance of the project obligations.
- B. In the event of non-performance of obligation or failure to meet terms of this Bid and subsequent contract the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the Bidder should be included in the remaining amount of the contract value.
- C. The Bank reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.

- D. If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order/ contract and the Bid Security/Earnest Money Deposit (EMD) taken from the Bidder, will be forfeited.

5.6 Resource planning

The bid should also contain resource planning proposed to be deployed for the project which includes inter-alia, the number of personnel, skill profile of each personnel, duration of employment etc.

During the assignment, the substitution of key staff identified for the assignment shall not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the Bidder can do so only with the concurrence of the Bank by providing alternate staff of same level of qualifications and expertise. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments made by the Bank to the Bidder during the course of this assignment besides claiming an amount, equal to the contract value as liquidated damages. The Bank reserves the right to insist the Bidder to replace any team member with another (with the qualifications and expertise as required by the Bank) during the course of assignment. The Bidder will have to undertake that no such substitution would delay the project timelines.

5.7 Others

- 5.7.1** Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to select a Bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- 5.7.2** By submitting a proposal, the Bidder agrees to promptly contract with the Bank for any work awarded to the Bidder. Failure on the part of the awarded Bidder to execute a valid contract with the Bank will relieve the Bank of any obligation to the Bidder, and a different Bidder may be selected based on the selection process.
- 5.7.3** The terms and conditions as specified in the RFP and addendums thereafter are final and binding on the Bidders. In the event the Bidder is not willing to accept the terms and conditions of the Bank, the Bidder may be disqualified. Any additional or different terms and conditions proposed by the Bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing.
- 5.7.4** The Bidder must strictly adhere to the implementation schedule specified in their proposal. Failure to meet these implementation schedules, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this bid document) due to the Bidder's inability to meet the established time schedule, that Bidder will be responsible for any loss, as assessed by the Bank which is undisputable, suffered by the Bank.
- 5.7.5** The Bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the

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

5.7.6 The Bidder shall represent that the services provided and/or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The Bidder further represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the services (as applicable), and shall be prepared and maintained in accordance with the highest industry standards. The Bidder represents and agrees to obtain and maintain validity throughout the specified term, of all appropriate registrations permissions and approvals, which are statutorily required to be obtained by the Bidder for performance of the obligations of the Bidder. The Bidder further agrees to inform and assist the Bank for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Bank for availing services from the Bidder.

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

5.7.8 The Bank and the Bidder covenants and represents to the other Party the following:

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

5.7.9 The execution, delivery and performance under the RFP by the Bidder:

- A. Will not violate or contravene any provision of its documents of incorporation;
- B. Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;

- C. Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;
- D. To the best of its knowledge, after reasonable investigation, no representation or warranty by the Bidder, and no document furnished or to be furnished to the Bank, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of Bidder and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

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

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

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

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

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

A. The quality of services rendered by the said employee is not upto the satisfaction of the Bank; or

B. The engagement or provision of the services by any particular employee is prejudicial to the interest of Bank.

5.8 Other RFP Requirements

5.8.1 This bid document may undergo change by either additions or deletions or modifications before the actual award of the contract by the Bank. The Bank also reserves the right to change any terms and conditions including eligibility criteria of the bid document and its subsequent addendums as it deems necessary at its sole discretion. The Bank will inform all Bidders about changes, if any.

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

Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities

- 5.8.11** If the Bank is not satisfied with the technical specifications in any Bid and observes major deviations, the technical bids of such Bidders will not be short-listed for selection. No further discussions shall be entertained with such Bidders in respect of the subject technical bid.
- 5.8.12** The Bidder shall perform its obligations under this RFP as an independent contractor, and may engage subcontractors to perform any of the Deliverables or Services with prior permission from the Bank. Neither this RFP nor the Bidder's performance of obligations under this RFP shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Bidder or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.
- 5.8.13** The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub-contractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits.

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

5.9 Terms of Reference

5.9.1 Delivery

- A. The initial appointment of consultant for project is envisaged for duration of 9 months extendable by 12 months at the discretion of Bank from the date of appointment with the same terms and conditions at the same rate from the date of appointment.
- B. The duration of the project is milestone based delivery. Consultant will be engaged for milestone 1 to 3 and subsequent extensions upon the discretion of the Bank. The completion of the project will depend upon submission of deliverables and acceptance of completion certificate by the Bank.
- C. Bidder will have to pay penalty to Bank of Baroda @ Rs.50,000 (Rupees Fifty thousand only) exclusive of all taxes, duties, levies etc., per week or part thereof, for late submission beyond due date, to a maximum of Rs.5,00,000 (Rupees Five Lakhs Only). If delay exceeds two weeks from due date of delivery, Bank of Baroda reserves the right to cancel the entire work order and recover the damages from Bidder.
- D. If penalty exceeds the maximum of Rupees Five Lakhs, Bank may de-list the Bidder from participating any of our Banks bid in future for a period of -2- years.

5.9.2 Contract period and renewal

The indicative duration of the project would be 9 months. However, the duration of the project is delivery-based. The completion of the project will depend upon submission of deliverables and acceptance of completion certificate by the Bank.

5.9.3 Payment Terms

The Bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the Bidders must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder.

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

Broad terms of release of payment:

Milestone 1	20% of the Contract Value on completion of Milestone 1
Milestone 2	30% of the Contract Value on completion of Milestone 2
Milestone 3	50% of the Contract Value on completion of Milestone 3

The payment shall be made on successful submission of deliverables as per aforesaid stages, plus applicable GST. In case, bidder is engaged for the extended period i.e. milestone 3 onwards, then payment will be made on completion of above mentioned milestones. Bidder shall submit required documents as prescribed by the Bank for payments.

A. Other conditions:

- i) There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the Bidders throughout the contract period. But, any benefit arising out of any subsequent reduction in the prices due to reduction in duty & taxes after the prices are fixed and before the delivery should be passed on to the Bank.
- ii) If Bank is made aware that the Bidder is offering similar services to any other entity at lower price then Bidder will have to refund the higher charges levied to the Bank.
- iii) Payment will be released by the Bank, as per above payment terms on submission of deliverables generated by the company and subsequently verified by the Bank and should be paid by the Bank within a period of -30- days from the date of invoice receipt by the Bank.
- iv) The Bank will pay invoices within a period of -30- days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected Bidder within -15- days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within -15- days from the date the dispute stands resolved.

Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to earmark, set-off or adjust any amount due to Bank under any of the clauses of this RFP or subsequent agreement for delay, failure or non performance of any condition, undertaking, and commitment or for breach of any terms of this agreement.

This clause shall override all other clauses of this document and shall also survive the termination

6. General Terms and Conditions

6.1 Dispute Resolution

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

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

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

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

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

6.2 Governing Laws

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

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

6.4 Force Majeure

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

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

If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such conditions and the cause thereof within -15- calendar days. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform Bidder's obligations under this Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of -3- months, the Bank and Bidder shall hold consultations in an endeavour to find a solution to the problem.

6.5 Assignment

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

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

6.6 Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this 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.

6.7 Confidentiality

- 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 bidder or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the bidder irrevocably agrees and undertakes and ensures that the bidder 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 bidder of its obligations hereunder. The bidder 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 bidder 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.
- 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 bidders obligation under this Agreement.
- 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.
- 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.
- The bidder shall return all the Confidential Information that is in its custody, upon termination/expiry of this Agreement.
- 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.
- 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.
- 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.
- 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.
- 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.
- The provisions of this Clause shall survive the termination of this Agreement.

6.8 Termination

Bank shall have the option to terminate 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 -1- months prior notice in writing. It is clarified that the Bidder shall not terminate the subsequent Agreement for convenience.

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

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

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

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

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

- The rights granted to Bidder shall immediately terminate.
- Upon Bank's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the Bidder, being used by Bidder to provide the Services and (ii) the assignable agreements, Bidder shall, use its

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

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

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 favourable 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 or 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.

6.9 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.

6.10 Solicitation of Employees

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

6.11 Inspection of Records

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

6.12 Visitorial Rights

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

6.13 Compliance with Laws

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

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

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

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

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

6.14 Indemnity

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

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

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

The 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.

6.15 Corrupt and Fraudulent Practices

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

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

Bidders responding to this RFP need to sign the Integrity Pact (IP) as per attached Annexure - 14 which will be also signed by Banks representative.

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

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

6.16 Violation of Terms

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

6.17 Authorized Signatory

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

6.18 Service Level Agreement and Non-Disclosure Agreement

The selected Bidder shall execute a) Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed

or recommended by the Bank and b) Non-Disclosure Agreement (NDA). The selected Bidder shall execute the SLA and NDA within -1- months from the date of acceptance of letter of appointment or as intimated by the Bank. The stamp duty / registration charges if any related to execution of the agreements shall be borne by the selected Bidder.

6.19 Right to Reject Bids

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

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

6.20 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 Wilful 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.

6.21 Ownership, Grant and delivery

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

6.22 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.

7. Disclaimer

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

BID - TABLE OF CONTENTS
Eligibility Cum Technical Bid envelope to contain the following

Section #	Section Heading	Proforma Given
1	Covering letter certifying eligibility criteria compliance	Bidder to provide
2	Eligibility criteria compliance with Bidder comments	Annexure 02
3	Credential letters / Letter of Intent/ Purchase orders / Supporting documents	Bidder to provide
4	Application Money Demand Draft	Bidder to provide
5	Bid Security/ Earnest Money Deposit (EMD) Letter along with DD/Pay Order	Annexure 03
6	Bid Security/Earnest Money Deposit in the form of Bank Guarantee	Annexure 04
7	General Undertaking	Annexure 05
8	Conformity with Hard Copy	Annexure 07
9	Conformity Letter	Annexure 08
10	Team Profile	Annexure 09
11	Undertaking for Information Security	Annexure 10
12	Technical Proposal: The proposal based on Technical specification compliance as per Annexure should be submitted with pages properly numbered, each page signed and stamped.	Bidder to provide
13	Copy of the RFP document along with the addendum duly sealed and signed on all the pages of the document.	Bidder to provide
14	Pen drive containing soft copy of the Annexure and the scanned copies of supporting documents.	Bidder to provide
15	Masked price bid (Please note that the masked price bid should be exact reflection of the commercial bid except that the masked price bid should not contain any financial information)	Annexure 12
16	Integrity Pact	Annexure 14
17	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	Annexure 18
18	A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Banks.	Bidder to provide
19	Methodology and Detailed Project Plan	Annexure 15
20	Format for Submission of Deliverables	Annexure 16
21	Format for Submission of Project Timelines	Annexure 17

Authorized Signatory

Name:

Request for Proposal (RFP) for appointment of Consultant for implementation of Operational Resilience and Business Continuity Management Framework

Designation:

Bidder's Corporate Name and Address

Email and Phone #

Date:

Commercial Bid envelope to contain the following:

Section #	Section Heading	Pro-forma Given
1	Covering letter on submission of Commercial Bid	Bidder to provide
2	Conformity with Hard Copy	Annexure 07
3	Commercial Bid	Annexure 13
4	Pen drive containing soft copy of the commercial bids	Bidder to provide

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Date:

ELIGIBILITY CRITERIA COMPLIANCE

Sl. No	Criteria details	Supporting documentation
1	The Bidder should be a company registered under Companies Act, 1956 / partnership Bidder registered under LLP Act, 2008 and should be in existence for at least five years as on March 31, 2022. The Bidder should also be in the line of similar project consultancy atleast for a period of 5 years as on March 31, 2022. The Bidder should be registered for GST. It should not be individual/ proprietorship firm/ HUF etc.	Copy of the certificate of Incorporation issued by the registrar of companies / A Self- Declaration to be furnished by the Bidder on the Company's letter head for the same. Copies of Completion Certificate/Pos may be provided for preceeding years.
2	Bidder should have prepared and implemented Operational Resilience and Business Continuity Management framework in at least 2 large Banks in India and OECD region. Preference would be given to the assignments carried out for Public Sector Banks/Regulators	Copies of Completion Certificate/Pos may be provided. A Self-Declaration also to be furnished by the Bidder on the Company's letter head for the same. The declaration should contain name and contact details of senior client references.
3	Bidder should have an experience of at least 2 assignments of end-to-end implementation of both Operational Resilience and Business Continuity Management framework of processes across banks, insurance companies in India with a minimum duration of 6-9 months for each assignment	Copies of Completion Certificate/Pos may be provided. A Self-Declaration also to be furnished by the Bidder on the Company's letter head for the same. The declaration should contain name and contact details of senior client references.
4	Bidder should have an international experience of at least 2 assignments of end-to-end implementation of both Operational Resilience and Business Continuity Management framework. Bank should have a balance sheet of above USD 100 Million in 2021 calendar year or 2020-21/2021-22 Financial year.	A Self-Declaration to be furnished by the Bidder on the Company's letter head for the same. The declaration should contain name and contact details of senior client references. The declaration should contain name and contact details of senior client references.
5	The Bidder should be a profit-making company/ firm for the last three consecutive financial years (2021-22, 2020-21, 2019-20).	Audited financial statements or a self-declaration by the authorized signatory of the Bidder where audited financial statements may not be available.
6	The Bidder should have an average annual turnover of at least INR 25 Crores for last three financial years as per the audited financial statements.	Audited financial statements or a self-declaration by the authorized signatory of the Bidder where audited financial statements may not be available.
7	The Bidder should not have been blacklisted/debarred by the Central Government/ State Governments/Semi- Government departments/Regulatory Authorities/ Financial	A Self-Declaration to be furnished by the Bidder on the Company's letter head for the same.

Request for Proposal (RFP) for appointment of Consultant for implementation of Operational Resilience and Business Continuity Management Framework

	Institutions/ banks/ Public Sector Undertakings in India	
8	The Bidder should have neither failed to perform on any agreement during the last three years, as, evidenced by imposition of a penalty by an arbitral or judicial pronouncement or awarded against the Bidder or its Affiliates /Group Companies/member firms, nor from any project or agreement nor had any agreement terminated for breach by such Bidder or of its Affiliates/Group Companies/member firms.	A Self-Declaration to be furnished by the Bidder on the Company's letter head for the same.
9	The Bidder's Firm should not be owned or controlled by any Director or Employee (or Relatives) of the Bank.	A Self-Declaration by the Bidder's Firm on Company's letter head.
10	The bidder should be primarily in the field of Risk Management especially Operational Resilience, Business Continuity Management, Information Security and Enterprise Risk Management	A Self-Declaration by the Bidder's Firm on Company's letter head.
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 Operational Resilience Business Continuity Management framework in Mumbai and other offices mentioned in the Scope of Work.	A Self-Declaration by the Bidder's Firm on Company's letter head.

Only Bidders that fulfill ALL the eligibility criteria as mentioned above, are eligible to participate in this Bid. The Bidder should submit their responses along with documentary evidence and self-declaration, as required for the above eligibility criteria. Proposals of those Bidders, who do not fulfill any of the eligibility criteria, as stated in full, will be summarily rejected. Bidder fulfilling the eligibility criteria as laid out above will proceed to the next stage of the Technical Evaluation. The Banks' discretion on 'Eligibility Criteria' is final.

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Date:

Request for Proposal (RFP) for appointment of Consultant for implementation of Operational Resilience and Business Continuity Management Framework

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: _____

Date: _____ Seal and signature of the Bidder

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

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

WHEREAS _____ (hereinafter called "the Bidder") has submitted its bid dated _____ (date of submission of bid) for appointment of Consultant for implementation of Operational Resilience and Business Continuity Management Framework in response to Request for Proposal (RFP) No. _____ (hereinafter called "the Bid") issued by Bank of Baroda.

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

THE CONDITIONS of this obligation are:

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

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

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

Notwithstanding any other term contained herein

- a) this guarantee shall be valid only up to _____ (Insert Guarantee End Date) whereupon it shall automatically expire irrespective of whether the original guarantee is returned

to the Bank or not; and

- b) The total liability of Bank under this guarantee shall be limited to Rs._____/ - (Rupees _____ only).

Place:

SEAL

Code No.

SIGNATURE.

NOTE:

BIDDER SHOULD ENSURE THAT THE SEAL & CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG

STAMP PAPER IS REQUIRED FOR THE BG ISSUED BY THE BANKS LOCATED IN MUMBAI.

GENERAL UNDERTAKING

To

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

Sir,

Sub: RFP for appointment of Consultant for implementation of Operational Resilience and Business Continuity Management Framework.

Having examined the Bid Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer services, ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your Bank in conformity with the said Bid Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Bid.

1. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Bid Document.
2. We agree to abide by this Bid Offer for -6- months from date of Bid closure date and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
3. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
4. a) We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
b) Commission or gratuities, if any paid or to be paid by us to agents relating to this Bid and to Contract execution, if we are awarded the Contract are listed below.
 - i. Name and Address of the Agent
 - ii. Amount and Currency in which Commission paid / payable
 - iii. Purpose of payment of Commission (If commission is not paid / not payable indicate the same here)
5. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
6. We confirm that we will abide by all the terms and conditions contained in the RFP.

Request for Proposal (RFP) for appointment of Consultant for implementation of Operational Resilience and Business Continuity Management Framework

7. We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of Bidders.
8. All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.
9. We confirm that this response, for the purpose of short-listing, is valid for a period of six months, from the date of expiry of the last date for submission of response to RFP.
10. We confirm that we have noted the contents of the RFP and subsequent addendums, communications and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.
11. We certify that we have provided all the information requested by the Bank in the format requested for. We also understand that the Bank has the exclusive right to reject this offer in case the Bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

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

COMMENTS FORMAT

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

Name of the Respondent:

Contact Person from Respondent in case of need.

Name :

Tel No :

Email ID:

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

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Request for Proposal (RFP) for appointment of Consultant for implementation of Operational Resilience and Business Continuity Management Framework

Date:

Annexure 07

CONFORMITY LETTER WITH HARDCOPY

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

To

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

Sir,

Sub: RFP for appointment of Consultant for implementation of Operational Resilience and Business Continuity Management Framework.

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

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Request for Proposal (RFP) for appointment of Consultant for implementation of Operational Resilience and Business Continuity Management Framework

CONFORMITY LETTER

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

To

The Chief Risk Officer,

Bank of Baroda,

Baroda Corporate Centre

C-26, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051

Sir,

Sub: RFP for appointment of Consultant for implementation of Operational Resilience and Business Continuity Management Framework.

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

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Request for Proposal (RFP) for appointment of Consultant for implementation of Operational Resilience and Business Continuity Management Framework

TEAM PROFILE

Profile of proposed Team Leader and Core team members (Enclose CVs as well)	
Name	
Present Designation	
Qualification	
Nationality	
Years in the firm & Total Work Experience	
Language Proficiency	
Areas of expertise relevant to the RFP	
Role in the proposed assignment	
Task assigned	

We hereby acknowledge that the information provided by us is true and to the best of our knowledge

Signature of the Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

In each of the scope listed, if more than one professional available then the indicative profile of each of such professional should be furnished.

UNDERTAKING FOR INFORMATION SECURITY

To

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

Sir,

Sub: RFP for appointment of Consultant for implementation of Operational Resilience and Business Continuity Management Framework. .

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

PERFORMANCE BANK GUARANTEE

To

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

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

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

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

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

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

1. We do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs.-(Rupees only) against any loss or damage caused to or suffered by

Request for Proposal (RFP) for appointment of Consultant for implementation of Operational Resilience and Business Continuity Management Framework

or that may be caused to or suffered by you on account of any breach or breaches on the part of the Bidder of any of the terms and conditions contained in the PO and RFP and in the event of the Bidder committing default or defaults in carrying out any of the work or discharging any obligation under the PO or RFP document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs...../- (Rupees only) as may be claimed by you on account of breach on the part of the Bidder of their obligations or default in terms of the PO and RFP.

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

which are in any way inconsistent with any of the provisions of Bank Guarantee.

7. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the Bidder from time to time arising out of or in relation to the PO and RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
8. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, Email or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted/Emailed.
9. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to you by us (whether jointly with others or alone) and now existing un-cancelled and this Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
10. The Bank Guarantee shall not be affected by any change in the constitution of the Bidder or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
11. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the Bidder shall have no claim against us for making such payment.
13. Notwithstanding anything contained herein above;
 - a) our liability under this Guarantee shall not exceed Rs./- (Rupeesonly)
 - b) this Bank Guarantee shall be valid and remain in force upto and including the date and
 - c) we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
14. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

Dated this the day of, 20....

For and on behalf of

Branch Manager
 Seal and Address

Annexure 12

MASKED COMMERCIAL BID

The Bidder is expected to quote the costs for all items required for fully complying with the requirements of the RFP and the addendums in the respective sections of the price bid. The prices for the respective sections would be deemed to include all components required to successfully utilise the solution.

The commercial bid evaluation will be done on the basis of Total Contract Value.

Financial proposal for Phase 1: Milestone 1 to 3

Parameter	Total Cost (INR)
Total contract value for the milestone 1 to 3 spanning 9 calendar months as defined in scope of work	xxx

Note:

- a. Total fee quoted above shall be all inclusive i.e. professional fees as well as all out of pocket expenses (such as travel, lodging and boarding, conveyance, printing, administrative expenses, etc.). The Bank shall not entertain any other claims over and above the cost specified in the Commercial Bid. GST will be separately paid by the Bank on actuals at the prevailing rate and must be excluded from the above quote.
- b. The bidder needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the bidder would need to provide the same without any charge. Bidder should make no changes to the quantity.
- c. All Deliverables to be supplied as per RFP requirements provided in the tender.
- d. The bidder has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations.

Authorized Signatory
 Name:
 Designation:
 Bidder's Corporate Name

COMMERCIAL BID

The Bidder is expected to quote the costs for all items required for fully complying with the requirements of the RFP and the addendums in the respective sections of the price bid. The prices for the respective sections would be deemed to include all components required to successfully utilise the solution.

The commercial bid evaluation will be done on the basis of Total Contract Value.

Financial proposal for Phase 1: Milestone 1 to 3

Parameter	Total Cost (INR)
Total contract value for the milestone 1 to 3 spanning 9 calendar months as defined in scope of work	xxx

Note:

- e. Total fee quoted above shall be all inclusive i.e. professional fees as well as all out of pocket expenses (such as travel, lodging and boarding, conveyance, printing, administrative expenses, etc.). The Bank shall not entertain any other claims over and above the cost specified in the Commercial Bid. GST will be separately paid by the Bank on actuals at the prevailing rate and must be excluded from the above quote.
- f. The bidder needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the bidder would need to provide the same without any charge. Bidder should make no changes to the quantity.
- g. All Deliverables to be supplied as per RFP requirements provided in the tender.
- h. The bidder has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations.

Authorized Signatory
 Name:
 Designation:
 Bidder's Corporate Name

INTEGRITY PACT

PRE CONTRACT INTEGRITY PACT General This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of _____ month, 20____, between, on one hand, Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisitions and Transfer of Undertakings) Act, 1970 having its head office at Mandvi Baroda, and its Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai-400051 (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/ Equipment/ Item/ Services) and the BIDDER/Seller is willing to offer/ has offered the said stores/ equipment/ item/ services and

WHEREAS the BIDDER is a private company/ public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking performing its functions on behalf of the President of India.

NOW, THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/ equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1.0 Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

2. Commitments of BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 2.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 2.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/ authorized government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be closed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

3. Previous Transgression

- 3.1 The BIDDER declares that no previous transgression occurred in the last -3- years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4. Earnest Money (Security Deposit)

- 4.1 While submitting commercial bid, the BIDDER shall deposit an amount (shall be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
- i) Bank Draft or a Pay Order in favour of Bank of Baroda
 - ii) A confirmed guarantee by an Indian Nationalized Bank other than Bank of Baroda, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - iii) Any other mode or through any other instrument (to be specified in the RFP).

- 4.2 The Earnest Money/Security Deposit shall be valid upto for a period of 5 years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

5. Sanctions for Violations

- 5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- 5.1.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- 5.1.2 The Earnest Money Deposit (in pre-contract stage) and/ or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- 5.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- 5.1.4 To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of Bank of Baroda, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 5.1.5 To encash the advance Bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- 5.1.6 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- 5.1.7 To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of -5- years, which may be further extended at the discretion of the BUYER.
- 5.1.8 To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- 5.1.9 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

5.1.10 Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6. Fall Clause

The BIDDER undertakes that it has not supplied/ is not supplying similar product/ systems or subsystems/ services at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU and if it is found at any stage that similar product/ systems or sub systems/ services was supplied by the BIDDER to any other Ministry/ Department of the Government of India or a PSU at a lower price within a period of -1- year before and after bid submission date, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

7. Independent Monitors

7.1 The BUYER will be appointing Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

7.7 The BUYER 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 parties. The parties will offer to the Monitor the option to participate in such meetings.

7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER | BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8. Facilitation of Investigation

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

9. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

10. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11. Validity

The validity of this Integrity Pact shall be from date of its signing and extend upto -5- years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after -6- months from the date of the signing of the contract.

11.1 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at _____ on _____

BUYER

BIDDER

Name of the Officer:

Chief Executive Officer

Designation:

Department:

Witness

Witness

1. _____

1. _____

2. _____

2. _____

METHODOLOGY AND DETAILED PROJECT PLAN

1. Bidder should cover details of the proposed methodology for providing services relating to Design of roadmap for PMI support of the merging Banks as per below format:
2. Bidder may give suggestions on improvement of the scope of work given in the RFP and may mention the details of any add on services related to services over and above what is laid down in the RFP document.
3. Bidder is expected to provide details of the organization structure proposed for the execution of this contract. This should cover the composition of the complete team including Lead Bidder and Consortium members including their escalation matrix.
4. A Detailed Project Plan covering break-up of each phase into the key activities, along with the start and end dates must be provided as per format given below.
5. The bidder should also provide details of the tools to be used in the assignment and demonstrate the functioning during the presentation.

S. No.	Item of Activity (Project Plan)	Month wise Program			
		Month 1	Month 2
1	Activity 1				
1.1	Sub-Activity 1				
1.2	Sub-Activity 2				

Annexure 16
FORMAT FOR SUBMISSION OF DELIVERABLES

S. No.	Name of Deliverable	Description	Expected timeframe for submission	Draft template

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

Annexure 17
FORMAT FOR SUBMISSION OF PROJECT TIMELINES

	Timeframe						Resources and time proposed
	Month 1	Month 2	
1. Activities including deliverables							
2. Milestones							

LETTER OF AUTHORIZATION FOR SUBMISSION OF RESPONSE

To

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

Sir,

Sub: RFP for appointment of Consultant for implementation of Operational Resilience and Business Continuity Management Framework

This has reference to your above RFP for appointment of Consultant for implementation of Operational Resilience and Business Continuity Management Framework.

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

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

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

The specimen signature is attested below:

Specimen signature of the representative

Signature of the Authorizing Authority

Name of the Authorizing Authority (certified photocopy of POA of authorized signatory/ authority is to be submitted).

Note:y to bind the principal. It should be included by the Organization in its proposal.

Request for Proposal (RFP) for appointment of Consultant for implementation of Operational Resilience and Business Continuity Management Framework

RFP RESPONSE COVERING LETTER

To

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

Sir,

Sub: RFP for appointment of Consultant for implementation of Operational Resilience and Business Continuity Management Framework.

Having examined the above RFP including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to undertake the services in conformity with the said RFP in accordance with the prices indicated in the financial proposal and made part of the response to this RFP.

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

We certify that we are in compliance with eligibility criteria as mentioned under Annexure 2.

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

We confirm that our Organization has not been black listed/ debarred by any Government or Regulatory bodies in India and overseas.

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

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Detailed Scope of Work

The Operational Resilience and Business Continuity Management framework will be implemented at the enterprise level encompassing Corporate Office and Baroda Sun Tower (Mumbai), Head Office (Baroda), Bank’s DR at Hyderabad, Contact Centre and Multiple Processing Centre including Apex Academy at Gandhinagar.

Phase	Details
Operational Resilience and Business Continuity Management framework	<ul style="list-style-type: none"> • Propose an operating model framework for improving Operational Resilience and Business Continuity Management framework of the Bank based on Regulatory requirements (Domestic Global/) and global industry leading/best practices • Conduct an in-depth and detailed assessment of the Bank’s existing Business Continuity Management and Operational Resilience program, i.e. the Bank’s current ability to respond to and recover from disruptions/operational risk-related events, such as pandemics, cyber incidents, technology failures, terror attacks and natural disasters. This should include, among other things, a thorough review and framing of the extant policies, operating procedures, standards, strategic roadmaps in respect of governance, operational risk management, business continuity and testing, third-party dependency, incident management, cyber security, information/data security and virtual work arrangements and their respective technologies against the framework including, but not necessarily limited to, a review of the existing policies, standards, program frameworks and strategic roadmaps supporting each Operational Resilience pillar: Business Resilience, Technology Resilience, Cyber Resilience, Third Party Resilience • Provide an assessment report of the current program scope, capabilities, and strategic direction within and across the pillars with an emphasis on “top-down” operational resilience principles • Provide recommendations to mature program scope, governance, and risk oversight activities • Propose a strategic roadmap with proposed timeline and milestones to establish key program elements • Propose a methodology to define third-party dependencies – Risk assessment guidelines from Operational Resilience and Business Continuity Management prospective • Define and document detailed plan and procedures for all business functions and locations included in the scope. These should include both an organization level as well as at department level Business Continuity Management.

	<ul style="list-style-type: none"> Define the Crisis Management Framework and Emergency Response Framework including teams, roles, responsibilities and procedures for each team
Governance Structure	<ul style="list-style-type: none"> Define/Design and implement Operational Resilience and Business Continuity Management model. Coherence through alignment of operating and business engagement model across resilience disciplines Define program charter, supporting policy, procedures and standards Define communication protocols Define operating model for integrating crisis management into the governance structure Define organization roles and responsibilities / structure for Operational Resilience and Business Continuity Management
Define Critical/Important Business Services, Processes and Operational Impact Tolerances	<ul style="list-style-type: none"> Define a framework to identify critical functions/operations (customer/business) service-wise. This should include activities, processes, services and their relevant supporting assets the disruption of which would be material to the continued operation of the Bank or its role in the financial system in. Map the interconnections and interdependencies of the critical functions/operations. Provide a methodology to determine operational impact tolerance levels and crisis escalation requirements Define end to end business resumption time for critical functions/services Assist in formulating Business Continuity Management Plans for critical and other important services and applications Define, create and document the Business Impact Analysis (BIA) approach for all IT and Non IT Applications/systems, teams and processes.
Mapping of Service Components and Gap assessment	<ul style="list-style-type: none"> Formulate and provide information needs request and complete sample mapping for critical functions/services identified considering interdependency and interconnectedness as well Define methodology and system requirements to enable mapping exercises Provide detailed gap report in respect of Governance, Operational Risk Management, Business Continuity and Testing, Third-party dependencies, Incident Management, Cyber Security, Information data security and Technology Resilience Delineate the specific actions that are needed to fill the gaps Recommend a detailed and comprehensive roadmap indicating specific steps and actions to fill the gaps
Scenario Testing & Assurance Reporting	<ul style="list-style-type: none"> Formulate and provide a methodology for identifying relevant scenarios and identify sample list of relevant scenarios applicable to each critical function/operation [Customer/business service-wise]

	<ul style="list-style-type: none"> • Formulate and provide a methodology for conducting an operational resilience scenario testing exercise and develop the draft of an associated assurance reporting format • Present scenario testing report and recommendations • BCP testing frequency and the documentation as per global standard (depending up on the criticality, cycle of review can be decided) • Scenario testing to include both table top and simulated one (hand-holding and relevant documentation to be carried out for future reference) • Assist in obtaining Business Continuity Management ISO 22301:2019 certification
Trainings and Documentation	<ul style="list-style-type: none"> • Create a detailed Operational Resilience and Business Continuity Management Awareness plan, covering awareness sessions for the following target audiences in BOB - Senior/Top Management, OR Team, Concerned Departments and General Staff of BOB • Conduct Business Continuity Management tabletop exercise/mock drills and structured walk through • Recommend and design innovative methods to spread Operational Resilience and Business Continuity Management Awareness • Provide necessary training, templates, and collateral documentation for team to independently conduct scenario testing and assurance reporting after the engagement concludes

The following shall also form part of Scope of Work: -

- Devise and provide a target operating framework and propose to the Bank for review and approval For business continuity management framework, this should be aligned to business continuity management standards like ISO 22301 and global business continuity management good practices. It will cover the components of people, process and infrastructure. Support for ISO 22301:2019 certification and closure for any external audit findings, if any.
 - ✓ Assess critical business unit's Business Continuity Management planning process and Business Continuity Management standards
 - ✓ Review business continuity management governance structure and business continuity management risk management practices and draft new policy/manual documents in line with regulatory guidelines and ISO 22301 standards along with templates and reporting structure
 - ✓ Assess cyber recovery processes and disruption response & recovery strategy
 - ✓ Assess recovery or continue operations capabilities for important business services and processes in the event of a third-party disruption
 - ✓ Assess current readiness of IT Disaster Recovery Setup
 - ✓ Assess IT Disaster Recovery (DR) strategy/plan including infrastructure backup and restoration capabilities of systems and data during a resilience event. Any gaps found in the DR Plan should be discussed, documented in the form of new IT

- disaster recovery plans and the same to be briefed to the concerned team along with Bank's top management.
 - ✓ Consultant should review last 3 DR Drill Reports and suggest areas of improvement, if any.
 - ✓ Create/Update BCP plans for IT and non- IT teams
 - ✓ Strategies for assessing, managing and mitigating vendor risk
 - ✓ Identification and listing of out critical vendors associated with outsourced business process.
 - ✓ BCP Plans and procedures should include but not be limited to Invocation Plan, Crisis Management Plan, and Call Trees etc. This will include IT disaster recovery and service continuity management (IT DR/SCM) as well as supplier/third party risk and contingency management.
- Proposed a target operating framework, gap analysis, and roadmap with prioritized recommendations related to –
 - ✓ Business Impact Analysis (BIA) gaps and key process enhancements – Business Continuity Management governance effectiveness
 - ✓ Risk identification/assessment practices
 - ✓ Personnel, process, and procedures required for a rapid and safe recovery from a cyber-event
 - ✓ Recovery capabilities in the event of a third-party event, including disruption to externally-hosted applications and systems
 - ✓ DR strategy & plan management processes including infrastructure, technology control, and backup/ restoration enhancements
- Consultant to conduct Risk Assessment and Risk Treatment
 - ✓ Define Risk Assessment Methodology: Consultant shall define and document the Risk Assessment (RA) Methodology for identifying Business Continuity risks
 - ✓ Consultant should conduct/perform a detailed RA and identify any SPoFs across all critical functions/processes identified during BIA
 - ✓ Create Risk Analysis and Risk treatment for respective IT and non-IT departments as mandated and required by standard ISO 22301
 - ✓ To expedite the process, Consultant should to the extent feasible leverage upon existing Risk Management practices, Risk Registers and note Business Continuity risks identified, if any
 - ✓ Consultant shall provide and present the RA report to BOB

Operational Resilience Pillars from Assurance Angle –

Business Resilience	<ul style="list-style-type: none"> ❖ Business Impact Analysis & Business Continuity Planning Comprehensive business continuity planning process ❖ Business Impact Analysis (BIA) to evaluate the operational impact
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Request for Proposal (RFP) for appointment of Consultant for implementation of Operational Resilience and Business Continuity Management Framework

	<ul style="list-style-type: none"> ❖ Business Continuity Standards – Standards are in place that support the organization's business continuity planning process
Cyber Resilience	<ul style="list-style-type: none"> ❖ Cyber Recovery Understanding – A comprehensive understanding of the personnel, processes and procedures that would be required in a cyber-recovery
Third Party Resilience	<ul style="list-style-type: none"> ❖ Third Party Resilience Understanding ❖ Third party positions, interconnectedness, services, ability to recover and recovery alignment to service level RTOs ❖ Disruption of External Applications & Systems ❖ Third party recovery capabilities in disruption of externally hosted applications and systems
Technology Resilience	<ul style="list-style-type: none"> ❖ DR Function Setup – Disaster Recovery Strategy ❖ DR Plan Management - Technology Disruption ❖ Systems, Applications, IT – IT Infrastructure, Topology Mapping, Backup & Restoration

For all the above **SOW**, the consultant shall provide necessary support in implementation, handholding, training, templates and collateral documentation for the Bank's staff to independently conduct the aforesaid components after the engagement concludes.