

**Request for Proposal from
Life Insurance Companies
for providing Group Term Life Insurance cover to
Bank of Baroda employees.**

RFP No. BCC:HRM:113/681 dated 30.09.2021



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

REQUEST FOR PROPOSAL (RFP) from Life Insurance Companies for providing Group Term Life Insurance cover to Bank of Baroda employees.

Key Information on the RFP Response Submission

Sr. No.	Particulars	Timeline
1.	RFP Issuance Date	30th September 2021
2.	RFP Co-ordinator	Mr. C M Tripathy Head (HR Operations) 4 th Floor, Bank of Baroda, Baroda Corporate Centre Bandra-Kurla Complex, Bandra (East) Mumbai 400 051
3.	Telephone	+91 22 6698 5401
4.	Email id	gm.hrm.ho@bankofbaroda.com
5.	Last Date of written request for clarifications	5.00 p.m. IST, 5th October 2021 Email with clarifications to be mailed to gm.hrm.ho@bankofbaroda.com
6.	Last Date and Time for Receipt of RFP Response (Closing Date)	12:00 pm IST, 20th October 2021
7.	Time, Venue and Date of Opening of Technical Bids	2:30 pm IST, 20th October 2021 Meeting room Ground Floor, Bank of Baroda, Baroda Corporate Centre, Bandra-Kurla Complex, Bandra (East) Mumbai 400 051
8.	Time, Venue and Date of Opening of Commercial Bids	6:00 pm IST, 20th October 2021 Meeting room Ground Floor, Bank of Baroda, Baroda Corporate Centre, Bandra-Kurla Complex, Bandra (East) Mumbai 400 051
9.	Address for Response Submission	Head (HR Operations) Human Resources Management Department 4 th Floor, Bank of Baroda, Baroda Corporate Centre Bandra-Kurla Complex, Bandra (East) Mumbai 400 051
10.	Reverse Bidding (if required)	Details to be advised separately.

N.B: The above dates are tentative and subject to change without any prior notice or intimation.

Important definitions / clarifications:

- ❖ “Bank” means Bank of Baroda (International operations included)
- ❖ “BCC” means Baroda Corporate Centre
- ❖ “Recipient” , “Respondent”, “Vendor”, “Agency” and “Bidder” means respondent to this RFP document
- ❖ Party to the bid can be “Company”, “limited Liability Partnership”, “Firm”, “Proprietor firm”, “Partnership firm” ,
- ❖ “RFP” means this Request for Proposal document
- ❖ Words “Selected Bidder” means the applicant who is declared successful after completion of the entire process of evaluation as defined under this RFP.
- ❖ “SLA” means Service Level Agreement
- ❖ “NDA” means Non-Disclosure Agreement

Please note:

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. “Bidder from a country which shares a land border with India” for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation—
 - a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
 - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Confidentiality

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

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SECTION 1 : BANK'S PROFILE-

Bank of Baroda is one of the largest Public Sector Banks in India with international operations in 20 other countries.

Bank of Baroda is known as India's International Bank and has a reputation of being at the forefront in the usage of technology. While Bank has a vast network of Branches, Bank's operations are fully automated and the customers of the Bank avail of various alternate channels of delivery.

It is an Indian state-owned banking and financial services company headquartered in Vadodara in Gujarat, India having its Corporate Office in Mumbai, Maharashtra. The Bank has PAN-India presence and offers a range of banking products and financial services to corporate and retail customers through its branches and through its specialized subsidiaries and affiliates.

Branches and Offices in India & abroad.

Branches in India - Area-wise Classification	
METRO	1778
URBAN	1478
SEMI URBAN	2085
RURAL	2844
Grand Total	8185

Overseas Presence

Branches		
→ Australia, UK, Fiji, Mauritius, UAE, Oman, Belgium, Seychelles, USA, South Africa, Singapore, Hong Kong.		43
Subsidiaries		
→ Kenya, Uganda, Guyana, Botswana, Tanzania, New Zealand, UK		52
Joint Ventures/ Associates		
→ Zambia (Associate)		30
→ Malaysia (Joint Venture)		1

Age-wise and Grade-wise Staff Composition of the Bank as on 30.09.2021.

Cadre / Grade	18-25	26-30	31-35	36-40	41-45	46-60	Grand Total
MD & CEO						1	1
EXECUTIVE DIRECTOR						3	3
TOP EXECUTIVE GRADE VIII						14	14
TOP EXECUTIVE GRADE VII					2	66	68
TOP EXECUTIVE GRADE VI					17	177	194
SENIOR MANAGEMENT GRADE V			2	32	94	467	595
SENIOR MANAGEMENT GRADE IV		4	543	888	826	1713	3974
MIDDLE MANAGEMENT GRADE III		134	2508	2070	814	1840	7366
MIDDLE MANAGEMENT GRADE II		1674	6416	2196	397	1038	11721
JUNIOR MANAGEMENT GRADE I	270	7304	7803	1619	318	1231	18545
CLERK.CLERK.CL	943	7288	8112	3274	1823	6495	27935
SUB STAFF	251	1279	1380	858	1106	4749	9623
CONTRACT	29	21	47	42	12	24	175
Grand Total	1493	17704	26811	10979	5409	17818	80214

Gender-wise distribution of employees	
Gender	No. of employees
Female	20952
Male	59262
Grand Total	80214

Vaccination Details among employees of the Bank	
Eligible to take vaccination	74654
Taken 1 st Dose of vaccination	72413 (97.00%)
Yet to be Vaccinated	2241 (3.00%)
Taken 2 nd Dose of Vaccination	27482 (37.95%)
<i>Remaining employees ineligible as per COVID framework guidelines of Govt. of India Ministry of Health & Family Welfare</i>	

Details of Deaths (while in service of the Bank) during the previous 3 years :-

Grade	2018-19	2019-20	2020-21	2021-22 (till 30.9.2021)
OFFICER.SENIOR MANAGEMENT.V	2		1	4
OFFICER.SENIOR MANAGEMENT.IV	6	7	10	13
OFFICER.MIDDLE MANAGEMENT.III	8	14	19	34
OFFICER.MIDDLE MANAGEMENT.II	5	12	10	22
OFFICER.JUNIOR MANAGEMENT.I	15	18	26	30
CLERK	43	66	86	73
SUB STAFF	55	62	87	71
TOTAL NUMBER OF DEATHS	134	179	239	247
- Of which death due to COVID	-	-	52	177
TOTAL STAFF STRENGTH	55083	84283	82209	80214
% of Death among employees	0.24	0.21	0.29	0.31

*** No COVID related deaths reported since July 2021 among employees of the Bank.**

SECTION 2 : SCOPE OF COVER.

Bank shall purchase a Group Term Life Insurance Policy from the selected bidder, for a sum insured of Rs, 20,00,000/-, per employee, covering any kind of death viz. natural death, accidental death, suicidal death, death due to any illness, death due to pre-existing illness including critical illness etc. among employees of the Bank (including India Based Officers/ India Based Trainee Officers posted abroad, contractual/ fixed term employees posted in India).

The policy period shall be from 1.11.2021 to 31.10.2022.

SECTION 3: TERMS AND CONDITIONS OF THE PROPOSED POLICY.

- a) Group Term Life Insurance Policy purchased by the Bank from the selected bidder will cover all its employees of the Bank (including India Based Officers/ India Based Trainee Officers posted abroad, contractual/ fixed term employees posted in India) at any given point of time, during the policy period.
- b) The minimum age and maximum age of the employees will be 18 years and 60 years (upto the last day of the month of superannuation) respectively.
- c) The member employees should be covered automatically without individual good health certificate and claims should be settled accordingly. In other words, the claims settlement under group life insurance policy should be 100%.
- d) Payment of claim should be settled for all kinds of deaths, within a month from the date of submission of claim.
- e) Payment of subscription amount in respect of insured personnel shall be made on commencement of the policy period.
- f) The Insurer will be required to maintain an account with any of the branches of the Bank for deposit of premium by the Bank.
- g) Bank shall pay subscription for its employee for the period of their employment in the Bank during the policy period i.e. if an employee is due for retirement on superannuation during the policy period, the subscription towards that employee will be paid for the period of service remaining with the Bank.
- h) All new recruits/ additions to the workforce shall be automatically covered from the date of their joining the Bank's service. Bank shall pay subscription for new additions to its workforce during the policy period on a monthly basis. The claim in case of a newly appointed recruit will not be rejected merely on the premise that the premium has not been deposited by the Bank in time.
- i) Bank shall enter into a policy with the Insurer for a period of one year.
- j) Net settlements of subscription between the Bank and the Insurance Provider (on account of new additions, deletions due to any kind of cessation of employment other than death) will be done on a monthly basis.

- k) Bank, in its discretion, may issue a fresh RFP for renewal after a period of 1 year of policy period or may decide to continue with the existing Insurance Provider, on mutually agreed terms and conditions.
- l) The selected bidder should release the payment of claim to the dependents of deceased personnel to the credit of the Bank/ account of the nominee/dependent of the deceased employee on submission of attested copy of death certificate and claim form.
- m) Waiting period of any nature to be waived off.
- n) Upon specific request by any employee, the Insurance Provider shall also be required to extend a Top-Up cover of Rs. 20 lacs (over and above the Group Term Life Insurance Policy being purchased by the Bank), on the same terms & conditions, premium rate, subject to mutual understanding between the Bank and the selected bidder. The premium of such Top-Up Cover shall be borne by the individual employee.
- o) Upon specific request by any employee retiring during the policy period, the Insurance Provider shall also be required to extend the insurance coverage to such retiring employee after the date of superannuation till the policy period on the same terms and conditions and premium rate. The premium for the extended period of insurance coverage shall be borne by the employee.

SECTION 4 : BID STRUCTURE -

A. Tendering process will be divided into 2 sections as mentioned below :

- i. **Technical Eligibility.**
- ii. **Financial Bid**

i. Technical Eligibility :-

Life Insurance Companies who wish to apply for this RFP should comply with the following conditions:-

Basic Requirement	Eligibility Criteria	Documents to be submitted (duly attested/ undertaking submitted on company's letter head should be signed by the Authorized signatory)
License	The bidder must have an IRDA license as on the date of submission of RFP response for procuring Life Insurance business in India.	A copy of the certificate should be submitted
Legal Entity	The bidder should be in existence for atleast 5 years and should be in the line of business of providing Life Insurance during the said period.	Copies of Certificate of Incorporation and Certificate of Commencement of business.
Experience	The bidder should have proven experience of managing Group Life Insurance Policy for Public Sector Banks/ Public Sector Undertakings for a group size of at least 50000 during the last 2 financial years (2019-20, 2020-21).	Copies of Work Orders/ Agreements with Public Sector Bank(s)/ Undertaking on the company's letter head clearly stipulating the group size, should be furnished.
	The bidder should have proven experience of insuring lives of 20 lac people consistently during the last two financial years (2019-20, 2020-21).	Copies of Work Orders/ Agreements with Public Sector Bank(s)/ Undertaking on the company's letter head clearly stipulating the lives covered, should be furnished.

Basic Requirement	Eligibility Criteria	Documents to be submitted (duly attested/ undertaking submitted on company's letter head should be signed by the Authorized signatory)
Claim Settlement Ratio	The bidder should have a minimum Claim Settlement Ratio of 90% during the last -2 financial years as on 31.03.2020 and 31.03.2021.	Undertaking on the company's letter head.
Solvency Ratio	The bidder should have the Minimum Solvency Ratio of 1:5 as on 31.03.2021.	The bidder should submit a Solvency Certificate certified by the Statutory Auditor.

ii. **Financial Bid :-**

The financial bid/ commercial quote should be submitted in the following format in hard copy:-

Commercial Quote Format

Particulars	Amount in Rupees (INR)
Rate of premium, per thousand, Sum Assured (exclusive of service tax)	

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

Submission of Bids :-

~2 separate sealed envelopes super-scribed '**Technical Qualification – Name of the Company**' and '**Commercial Quote - Name of the Company**' should be placed in one envelope superscribed – '**Proposal for Group Term Life Insurance Cover for Bank of Baroda Employees, RFP No. BCC:HRM:113:681 dated 30.09.2021**'

The bidders are also required to submit a soft copy of the technical eligibility requirements in a pen drive along with the hard copy. **The commercial quote should not be submitted in soft copy.** The Soft copy should be placed in a separate envelope and placed in the main envelope containing the hardcopies of the technical and commercial proposals.

All proposals should submit the following :-

1. Technical Eligibility Documents (As mentioned above).
2. Financial Bid (As per format mentioned Section 4 – Financial Bid)
3. Pre-contract Integrity Pact (As per Annexure A)
4. Conformity Letter (As per Annexure D).
5. Deviation, if any from the RFP should be mentioned in the technical bid.
6. SLA/ Policy Document to clearly include (only a requirement not a qualifying criteria) –
 - a. Policy servicing and claims administration
 - b. Turnaround Time
 - c. Claims Process to be clearly defined.
 - d. Escalation Matrix to be agreed upon.

Conditional Offers with deviations from the conditions and other requirements stipulated in these documents are likely to be rejected as non-responsive and shall not be considered.

Selection of the Bidder :-

The insurance companies may depute their authorized representative (not more than one) for the said purpose.

The selection process shall consist of two stages.

1. The first stage will be to ascertain the Insurance Companies who qualify for the Bid (i.e. meeting the technical requirements (point No. 4.i) **AND** unconditional acceptance of the pre-requisites of the proposed policy (Section 3).
2. The second stage will be to ascertain the L1 bidder.

The Insurance companies qualifying technically will be eligible. The financial bids/ quotes submitted by the qualifying bidders and who meet with the technical criteria as mentioned above will be opened.

If the L1 bid is not found to be competitive, the Bank reserves its right to opt for a reverse bidding on online platform among the bidders who meet the technical requirements as stipulated in point 1 above. The details of reverse bidding shall be shared separately with the technically qualified bidders.

The Bank also reserves its right to cancel the RFP, at any stage of the process, without assigning any reasons thereof.

Clarification of Offers :-

1. During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarification from all the bidders/ any of the bidders on the offer made by them. The bidder has to respond to the Bank and submit the relevant proof/ supporting documents required against clarifications, if applicable. The request for such clarifications and the bidders' response will necessarily be in writing and it should be submitted within the time frame stipulated by the Bank.
2. The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. This waiver shall be binding on all the bidders and the Bank reserves the right for such waivers.

SECTION 5

PAYMENT TERMS

The payments shall be released by the Bank on signing of the Policy Document, Non-Disclosure Agreement as stipulated in this RFP.

The Bank will release the payments only on receipt of all the relevant documents, within a period of 7 days from the date of receipt of undisputed relevant documents.

SECTION 6

Sub - Contracting:

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

SECTION 7

Non-Disclosure Agreement:

The successful bidder shall execute Non-Disclosure Agreement (NDA) (As per Annexure C), which contained all the services and terms and conditions of the services to be extended as detailed herein. The successful bidder shall execute the NDA and provide the same along with acceptance of Purchase Order/ Policy Document.

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

SECTION 8

Termination:

- 1.1. Bank reserves the right to terminate this RFP at any stage without any notice or assigning any reason.
- 1.2. At any time during the course of the RFP process or before the award of contract that one or more terms and conditions laid down in this RFP has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information, the Bank may terminate the contract. Further the Bank may impose such restriction/s on the defaulting bidder as it deems fit.

SECTION 9

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 the Chief General Manager (HRM) at gm.hrm.bcc@bankofbaroda.com. It may please be noted that the grievance can be filed by only that bidder who has participated in

Procurement proceedings in accordance with the provisions of this RFP. All letters must be addressed to the following address:

The Chief General Manager (HRM)
Strategic HR & HR Integration Department
Bank of Baroda,
Baroda Corporate Centre, 4th floor
C-34, G-Block, Bandra-Kurla Complex,
Mumbai-400051.

Dispute Resolution:

1. The Bank and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers of the Bank and the Bidder, any disagreement or dispute arising between them under or in connection with this RFP.
2. If the Bank project manager and Bidder project manager/ director are unable to resolve the dispute within thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and Bank respectively.
3. If within thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Bank, the Bank and the Bidder are unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.

4. All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the chairman of the proceedings.
5. The seat and place of arbitration shall be Mumbai. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings.
6. 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.

SECTION 10

Governing Laws:

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

SECTION 11

Prevention of Corrupt and Fraudulent Practices:

1. As per Central Vigilance Commission (CVC) directives, it is required that all participating bidders are required to sign an Integrity Pact as per the Annexure B of this RFP.
2. Every Bidder / Supplier / Contractor are expected to observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of the policy:
3. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution AND
4. "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.
5. 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. 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.

SECTION 12

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.

SECTION 13

The bid submission 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 Bank's discretion:

- Bids submitted by holding company and its subsidiary company;
- Bids submitted by two or more companies having common director/s
- Bids submitted by partnership firms / LLPs having common partners
- Bids submitted by companies in the same group of promoters/management

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:

- ✓ It is not in conformity with the instructions mentioned in the RFP document.
- ✓ It is not properly or duly signed.
- ✓ It is received through Telex / telegram / fax
- ✓ It is received after expiry of the due date and time.
- ✓ It is incomplete including non- furnishing the required documents.
- ✓ It is evasive or contains incorrect information.
- ✓ There is canvassing of any kind.
- ✓ Submitted by related parties
- ✓ It is submitted anywhere other than the place mentioned in the RFP.

Further Bank reserves the rights to:

- ✓ Reject any or all responses received in response to the RFP
- ✓ Extend the time for submission of all proposals
- ✓ Cancel the RFP at any stage, without assigning any reason whatsoever.
- ✓ Visit the place of work of the bidder
- ✓ Conduct an audit of the services provided by the bidder.
- ✓ Ascertain information from the Banks and other institutions to which the bidders have rendered their services for execution of similar projects.
- ✓ Revise any part of the tender document, by providing a written addendum at any stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on Bank's website only.

SECTION 14

General Terms and conditions

1. The RFP document is not recommendation; offer to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document.
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.
3. For Respondent Only: The RFP document is intended solely for the information of the party to whom it is issued (“the Recipient” or “the Respondent”) and no other person or organization.
4. Costs Borne by Respondents: All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.
5. No Legal Relationship: No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.
6. Recipient Obligation to Inform Itself: The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
7. Evaluation of Offers: Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of Bidder, not limited to those selection criteria set out in this RFP document.
8. The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement. The bidders 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.
9. Acceptance of Terms: the bidders will, by responding to the Bank’s RFP document, be deemed to have accepted the terms as stated in this RFP document
10. Only one submission of response to RFP by each Respondent will be permitted.
11. The Bank expects the Bidder to adhere to the terms of this tender document and would not accept any deviations to the same.
12. The Bank expects that the Bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.

13. Unless agreed to specifically by the Bank in writing for any changes to the issued tender document, the Bidder responses would not be incorporated automatically in the tender document.
14. The Bank will notify the Respondents in writing as soon as practicable after the RFP Evaluation Complete date, about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.
15. All responses received after the due date/time as mentioned in "*Key Information on the RFP Response Submission, Last Date and Time for Receipt of RFP Response (Closing Date)*" would be considered late and would be liable to be rejected. 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.
16. The Bank has established RFP coordinators 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 coordinators / contact persons from the Bank mentioned in "*Key Information on the RFP Response Submission - RFP Coordinator*"
17. Recipients are required to direct all communications for any clarification related to this RFP to RFP Coordinator.
18. All questions relating to the RFP, technical or otherwise, must be in writing and addressed to the addresses given in "*Key Information on the RFP Response Submission*" above. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications. The Bank will try to reply, without any obligation in respect thereof, every reasonable question raised by the Respondents in the manner specified.
19. However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.
20. Respondents should invariably provide details of their email address (as) 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 to such response to all Respondents.
21. The Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.
22. All submissions, including any accompanying documents, will become the property of the Bank. The bidder shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents.
23. All responses should be in English language.
24. The bidder may modify or withdraw its offer after submission but prior to the closing date and time as prescribed by Bank. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.

25. The bidders required to quote for all the components/services mentioned in the “Project scope” and all other requirements of this RFP. In case the bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
26. The Bank is not responsible for any assumptions or judgments made by the bidder for proposing the deliverables. The Bank’s interpretation will be final.
27. The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Bidder and responded by the Bidders have been quoted for by the Bidder, and there will be no extra cost associated with the same in case the Bidder has not quoted for the same.
28. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
29. Responses to this RFP should not be construed as an obligation on the part of the Bank to award a contract / purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
30. By submitting a proposal, the bidder agrees to contract with the Bank within the time period proscribed by the bank. Failure on the part of the successful bidder to execute an agreement with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.
31. The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the bidders. In the event the bidders 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
32. The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are 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.
33. The bidder covenants and represents to the Bank the following:
 - ✓ It is duly incorporated, validly existing and in good standing under as per the laws of the state in which the entity is incorporated.
 - ✓ It has the corporate power and authority to enter into Agreements and perform its obligations there under.

34. The execution, delivery and performance under an Agreement by bidder :
- ✓ Will not violate or contravene any provision of its documents of incorporation;
 - ✓ 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;
 - ✓ 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;
35. 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.
36. 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
37. 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.
38. The Bank reserves the right to extend the dates for submission of responses to this document.
39. Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all bidders and the Bank reserves the right for such waivers and the Bank’s decision in the matter will be final.
40. 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.
41. No Commitment to Accept Lowest bid or Any Tender – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of procurements. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase
42. Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct information of the services being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
43. 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.

44. If the Bank is not satisfied with the specifications as specified in the tender document and observes major deviations, the bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject bid.
45. The Bidder shall perform its obligations under this Tender as an independent contractor/ service provider, and shall not engage subcontractors to perform any of the Deliverables or Services without the prior permission from Bank. Neither this Tender nor the Bidder's performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Bidder or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.
46. 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.

SECTION 15

Information Confidentiality:

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

SECTION 16

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



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

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

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

Preamble

BOB is a one of the nationalized PSU Banks having its presence through its branches and administrative offices throughout India and overseas territories. BOB is committed to fair and transparent procedure in appointing of its outsourced service providers.

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

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

Section 1 - Commitments of BOB

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

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

- a. The Bidder(s) / Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Bidder(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
- b. The Bidder(s) / Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the BOB's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- c. The Bidder(s) / Bidder(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - d. The Bidder(s)/ Bidder(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) / Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the BOB as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - e. The Bidder(s) / Bidders(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, similarly the Bidder(s) /Bidders(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Bidder(s). 6-7}
 - f. The Bidder(s) / Bidder(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - g. Bidder(s) / Bidder(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
3. The Bidder(s) / Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

Section 4 - Previous transgression

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

Section 5 - Equal treatment of all Bidders I Bidders I Sub-bidders

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

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

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

Section 7 - Independent External Monitor

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

Section 8 - Facilitation of Investigation

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

Section 9 - Term and Enforceability

1. This Pact begins when both parties have legally signed the document. The document is valid for the selected Bidder for ~6 months after expiry of the contract/ policy period, and for all other Participating Bidders till the tender process is over.
2. If any claims made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by BOB.

Section 10 - Other provisions

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

For & On behalf of BOB

For & on behalf of Bidder

Office Seal

Office Seal

Place _____

Date _____

Witness 1

Name & Address

Witness 2

Name & Address

Declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the Order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of Finance, Department of Expenditure.

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

To
The Chief General Manager (HRM)
Bank of Baroda
4th floor, Baroda Corporate Centre
C-26, G Block, Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

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

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

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

Please strike off whichever is not applicable

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

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

Further we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that our subcontractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such

countries unless such contractor is registered with the Competent Authority. I hereby certify that our subcontractor fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached herewith.]”

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

We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law.

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

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

List of documents enclosed:

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

NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT (“NDA”) is made at Mumbai this _____ day of ____ 2021

BY AND BETWEEN

BANK OF BARODA, a body corporate constituted under the provisions of Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Head Office at Mandvi, Baroda 390006 and Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra-Kurla Complex, Bandra East, Mumbai 400051 (hereinafter referred to as “**BOB**”; which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns);

AND

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

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

RECITALS

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

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

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

A. CONFIDENTIAL INFORMATION

1. All BOB’s product and process details, documents, data, applications, software, systems, papers, statements and business / customer information which may be communicated to or come to the knowledge of the Consultant or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the Service Provider irrevocably agrees and undertakes and ensures that the Service Provider and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of BOB nor shall use or allow to be used any information other than as may be necessary for the due performance by the Service Provider of its obligations.

2. The Service Provider shall not make or retain any copies or record of any Confidential Information submitted by BOB other than as may be required for the performance of the Service Provider.
3. The Service Provider shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information.
4. The Service Provider shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also so far as it is practicable the Service Provider shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Service Provider or its affiliates.
5. Service Provider shall extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
6. The Service Provider hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of any oral or written information which may contain, hold or bear confidential information or disclose the information submitted by BOB under any other Agreement to any third party unless such disclosure is mandatorily required by law or if it is required necessarily to be disclosed to any other agency/subcontractor or the like for the purpose of performing any of its obligations under the contract.
7. Service Provider shall not disclose the name of the BOB, or the existence, nature or substance of any agreement, relationship and/or negotiations between BOB and the Service Provider, in any publicity material or other communications to any third parties without the prior permission of BOB.
8. However the Confidential Information will not be limited to the information mentioned above but not include the following as Confidential Information:
 - i. Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
 - ii. Prior to the disclosure by BOB was known to or in the possession of the Service Provider at the time of disclosure ;
 - iii. Was disclosed or parted with the prior consent of BOB;
 - iv. Was acquired by the Service Provider from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from BOB.
9. The Service Provider agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.
10. In any dispute over whether information or matter is Proprietary Information or not mentioned herein, it shall be the burden of Service Provider to show that such contested information or matter is not Proprietary Information within the meaning of this Agreement, and that it does not constitute violation under any laws for the time being enforced in India.

B. PROPRIETARY RIGHTS

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

C. INDEMNITY

1. The Service Provider hereby agrees to indemnify and keep BOB indemnified safe and harmless at all times against all or any consequences arising out of any breach of this confidentiality undertaking by the Service Provider and /or its employees and shall immediately reimburse and pay to BOB on demand all damages, loss, cost, expenses or any charges that BOB may sustain suffer, incur or pay in connection therewith.
2. The Service Provider acknowledges that a breach of its obligations under this Agreement could cause irreparable harm to the BOB for which monetary damages may be difficult to ascertain or an inadequate remedy. The Service Provider therefore agrees that the BOB will have the right, in addition to its other rights and remedies, to seek injunctive relief and damages for any violation of this Agreement.

D. TERMINATION AND SURVIVAL

1. The terms of this Agreement shall be for 12 months unless terminated by BOB with thirty days prior written notice to Service Provider, however, this Agreement's provisions will survive as to Confidential Information that is disclosed before termination.
2. Unless the BOB otherwise agree in writing, Service Provider duty to protect Confidential Information expires three years from termination / expiry of this Agreement, provided the information which is by its nature required to keep confidential or under any applicable laws required to protect forever such information shall be remain confidential forever or until such time when the Service Provider no longer has access to the Confidential Information or has returned or destroyed all Confidential Information having in its possession.

E. GOVERNING LAW AND JURISDICTION:

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

F. SEVERABILITY

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

G. NO LIABILITY

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

H. MISCELLANEOUS

1. No delay or omission by either party in exercising any rights under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by either Party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.
2. This Agreement is in addition to any prior written agreement between BOB and Service Provider relating to the subject matter of this Agreement; in the event of any disparity or conflict between the provision of such agreements, the provision which is more protective of Proprietary Information shall control.
3. This Agreement may not be modified, in whole or in part, except by an agreement in writing signed by BOB and Service Provider .

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

For & On behalf of BOB
Name
Address

For & on behalf of Bidder
Name
Address

Office Seal

Office Seal

Place _____

Date _____

Date: _____

Place: Mumbai.

CONFORMITY LETTER

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

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

Sir,

Sub: Request for Proposal from Life Insurance Companies for providing Group Term Life Insurance cover to Bank of Baroda employees.

Further to our proposal dated, in response to the Request for Proposal - RFP No. BCC:HRM:113:681 dated 30.9.2021 hereinafter referred to as "RFP") issued by Bank of Baroda ("Bank") we hereby covenant, warrant and confirm as follows:

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #