Reference No. BCC: MSME:RFP:114:01 Date: 23 .05.2022

Annexure 1

Conformity with Hard copy Letter

(Proforma of letter to be given by all the Vendors participating for the selection process against the Request for Proposal (RFP) for engagement of suitable Management Consultant for development of the Co Lending Model at Bank of Baroda on their official letter head).

To,

Head-MSME Banking
Bank of Baroda
MSME Banking Department
2nd floor, Baroda Corporate Centre, C-26, G Block
Bandra Kurla Complex, Bandra (E), Mumbai 400051.

Sir,

Sub: Request for Proposal (RFP) for engagement of suitable Management Consultant for development of the Co Lending Model at Bank of Baroda.

Further to our proposal dated XXXXXXX, in response to the RFP Document (herein after referred to as tender documents) 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 TENDER DOCUMENT and the related addendums and other documents including the changes made to the original tender 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:
Vendor's Corporate Name
Address
Email and Phone #

Annexure 2

Conformity Letter

(Proforma of letter to be given by all the Vendors participating for the selection process against the Request for Proposal (RFP) for engagement of suitable Management Consultant for development of the Co Lending Model at Bank of Baroda on their official letter head).

To,

Head-MSME Banking
Bank of Baroda
MSME Banking Department
2nd floor, Baroda Corporate Centre, C-26, G Block
Bandra Kurla Complex, Bandra (E), Mumbai 400051.

Sir,

Sub: Request for Proposal (RFP) for engagement of suitable Management Consultant for development of the Co Lending Model at Bank of Baroda.

Further to our proposal dated XXXXXXX, in response to the RFP Document (hereinafter referred to as **"TENDER DOCUMENT"**) issued by Bank of Baroda (**"the 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 TENDER DOCUMENT and the related addendums and other documents including the changes made to the original tender 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:
Vendor's Corporate Name
Address
Email and Phone #

Annexure 3

Eligibility Criteria Compliance

Eligibility Criteria Compliance – Request for Proposal (RFP) for engagement of suitable Management Consultant for development of the Co Lending Model at Bank of Baroda.

Sl. No.	Eligibility Criteria	(Proof of documents required / must be submitted)
1	Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013 or Partnership firm / LLP registered in India under Partnership Act 1932/2008 as amended for the last 3 years as on RFP issuance date.	Certificate of Incorporation/ Registered Partnership Deed, PAN, TAN, GSTIN Certificate and any other tax related document if applicable, along with the copies of Memorandum of Association and Articles of Association are required to be submitted along with the eligibility bid.
2	Bidder should have experience of at least one completed assignment in transformation of at a public sector bank (at least nine-month duration) within last five years of the issue of this RFP. OR – The bidder should have experience of at least one completed assignment on the topic of co-lending with a scheduled commercial bank or an NBFC (at least nine-month duration) within last two years of the issue of the RFP	Completion Certificate or a Self-Declaration to be furnished by the Bidder on its letter head
3	The Bidder should be a Management Consulting Firm with an annual revenue of **at least INR 250 crore in each of the three financial years** (i.e. 2018-19, 2019-20 & 2020-21). Management consulting firm refers to a firm involved in assisting and advising organizations in solving business problems across co-lending/ business strategy / operations / performance / transformation / turnaround / organization design / digital transformation / HR transformation through specialized expertise & experience. Revenues refer to revenues that the management consulting firm has earned as advisory fees in India on topics such as co-lending/ strategy / operations / sales / performance / transformation /	

	turnaround / organization design / digital transformation / HR transformation through specialized expertise & experience **Consortium bidding is not allowed. Credentials and resources including key personnel of only one and the sole bidder will be considered for evaluation.**	
4	The bidding company should not have been censured / black listed / banned / barred / disqualified / prohibited by any central ministry or state government or their ministries / departments, or any regulator or any court of law including NCLT / NCLAT or any quasi-judicial authority or any other statutory authority.	Self-declaration to this effect on the company's letter head should be submitted

Bidder must comply with all above-mentioned criteria. Non-compliance of any of the Eligibility criteria will entail rejection of the offer summarily. The evaluation committee reserves the right to verify /evaluate the claims made by the vendor independently. Any discrepancy could lead to censuring / blacklisting of the bidder. Any decision in this regard shall be final and binding upon the bidder.

Authorized Signatory

Name & Designation:

Vendor's Corporate Name

Address

Email and Phone #

Annexure 4

Technical criteria compliance

Scope Document of BoB in respect of Request for Proposal (RFP) for engagement of suitable Management Consultant for development of the Co Lending Model at Bank of Baroda.

Project Details

Scope of the assignment

Co-lending is a strategic priority for Bank of Baroda. Co-lending business models are at early stage of maturity and offer significant potential for innovation, partnerships, digital intervention, and scale-up. It is likely to bring diverse benefits to the Bank on business economics, scale, and customer centricity.

The Bank is seeking to work with reputed management consultants to develop the strategy, operationalization plan, organizational and technology-related enablers to develop co-lending as a significant new business initiative over the next few months.

The scope of the assignment is described below:

Define strategic roadmap for co-lending

- Assess the current state of co-lending to identify opportunities, key gaps and required enablers based on benchmarking of PSBs, private sector banks, FinTechs and NBFCs
- Outline 3-, 5-year strategic blueprint for co-lending and set the business target aspiration
- Define aspiration, AUM, product segments, partnership landscape and overall economics for BoB
- Build roadmap with clear interim milestones

Design and build partnership model

- Define methodology for selecting co-lending partners
- Design engagement model with selected partners
- Define dashboards, MISes and metrics for partnership
- Create organization and capabilities for partnership
- Analyze how co-lending model can help BoB to increase priority sector lending
- Clarify roles and responsibilities of co-lending partners and the Bank
- Develop risk management models
- Develop different models of commercial terms
- Design liability structure and refinance potential for co-lending business

Develop business plan

- Develop balance sheet and P&L
- Analyse cost components and risk-return parameters
- Model key metrics such as ROA, operating expense ratio, etc

Detail and build technology, data, risk and operations capabilities

- Analyze current initiatives undertaken by the Bank to develop co-lending platform
- Design technology and data architecture interventions based on analysis of current initiatives
- Design operating model in terms of processes, department interactions for co-lending
- Help identify partners and manage the build of the foundational technology and data architecture
- Define how different product segments, risk sharing mechanism and partnerships will work

Define organization structure and KPIs

- Define organization structure and capabilities required for scaling up co-lending model
- Define KPIs of key positions
- Size manpower requirement and identify relevant skills
- Identify availability of skills within the Bank and recommend the path forward to build the skills

Support in knowledge transfer / implementation / handholding

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

To set up the sales War room & BIU (Business Intelligence Unit) consisting of Sales setup at front end and Analytics set up at Back end under Target Market approach for MSME Lending.

- Define methodology for Data analytics for BIU and Target Market approach.
- Design model of working of Sales war room Unit and data source for BIU.
- Define dashboards, MISes and metrics for Sales war Room.
- Create organization structure and capabilities for set up of BIU and sales war room.
- Design Methodology / Parameters for Partners under BIU/ Salers war room approach.

Annexure 5

Commercial Bid Format

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.

Parameter	Total Cost (INR)
Total contract value for the entire scope of activities to be carried out individually and certain activities that can be done commonly at the central place together for getting efficiency gains. (overview as detailed in Annexure 4)	

Total Fees Quote considered for the Techno Commercial Bid Submission

The total fee quote provided by the Management Consultant for deliverables as per the Scope overview detailed in Annexure 4

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.

Place:
Date: Seal & Signature of the Bidder

Annexure 6

Masked Commercial Bid Format

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.

Parameter	Total Cost (INR)
Total contract value for the entire scope of activities to be carried out individually and certain activities that can be done commonly at the central place together for getting efficiency gains. (overview as detailed in Annexure 4)	xxx

Total Fees Quote considered for the Techno Commercial Bid Submission

The total fee quote provided by the Strategic Consultant for deliverables as per the Scope overview detailed in Annexure.

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.

Yours faithfully,

Authorized Signatory
Name & Designation:
Vendor's Corporate Name:
Address:
Email and Phone:

Annexure 7

Team Profile

TEAM PROFILE of proposed Team Leader and Core team members	
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.

Annexure 8

(Request for Proposal (RFP) for engagement of suitable Management Consultant for development of the Co Lending Model at Bank of Baroda.)

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") favoring 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: -

- Fails or refuses to execute the contract form if required; or
- 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

Reference No. BCC: MSME:RFP:114:01 Date: 23 .05.2022

Annexure 9

To

Head-MSME Banking
Bank of Baroda
MSME Banking Department
2nd floor, Baroda Corporate Centre, C-26, G Block
Bandra Kurla Complex, Bandra (E), Mumbai 400051.

Sir,

Sub: Request for Proposal (RFP) for engagement of suitable Management Consultant for development of the Co Lending Model at Bank of Baroda.

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-3.

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

Annexure 10

DRAFT

SERVICE LEVEL AGREEMENT & NON-DISCLOSURE AGREEMENT

This Agreement is made at Mumbai this……. Day of …….. 2022 by and between **BANK OF BARODA**, a body corporate constituted under the Banking Companies [Acquisition & Transfer of Undertakings] Act, 1970 having its Head Office at Mandvi, Baroda and Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400 051, hereinafter for brevity sake referred to as "**BOB**" (which expression shall, unless its repugnant to the context or meaning thereof, include its successors and assigns) of the one Part;

AND

The Vendor, a company incorporated under the Companies Act 1956/ 2013, India, having its registered office at _____ hereinafter referred to as "the Service Provider" or for the sake of brevity "**THEVENDOR**" (which expression shall, unless repugnant to the context and meaning thereof include its subsidiaries, affiliates, successors and permitted assigns) of the other Part,

THEVENDOR and BOB shall be individually referred as Party, and collectively referred as 'The Parties'; and any organization/entity outside this agreement as 'Third Party', as the case may be

RECITALS

WHEREAS

Whereas, the BOB is desirous for engagement of Management Consultant for Co Lending Model at Bank of Baroda. For the said purpose BOB had issued RFP No. **BCC:MSME:RFP:114:01 Date: .2022** to invite the bids from eligible service providers. The THEVENDOR has been selected as a successful Bidder for the said services. Accordingly BOB has issued a letter of intent dated **BCC:MSME:RFP:114:01 Date: .2022** to the THEVENDOR.

It was a condition in the RFP that the Parties would enter into a Service Level and Non Disclosure Agreement which shall include all the services and terms and conditions of the services to be extended and non-disclosure of Confidential Information exchanged between the parties as mentioned hereinafter :

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS

1. TERM

a) This Agreement shall come into force on ……. (Date) and shall be in force and effect for a period of 06 months, unless BOB terminates the Agreement by giving a prior written notice of 45 days as per the terms of this Agreement.

2. SCOPE OF SERVICE / DELIVERABLES AND SERVICE LEVELS

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

3. ISSUANCE OF WORK/PURCHASE ORDER

Bank will have the discretion, to avail any one or more services from the THEVENDOR, any time during the tenure of the contract as per the contracted rates and terms and conditions.

4. STANDARDS

The THEVENDOR must adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities.

The Bank reserves rights to ascertain information from other banks and institutions to which the ***THEVENDOR*** have rendered its services for execution of similar projects

5. OWNERSHIP OF DELIVERABLES

All the deliverables as per scope of services as mentioned in point No.2 above (i.e. Scope of Service/Deliverables) / will become the property of Bank of Baroda.

6. PROJECT TIMELINES

The Bank desires to appoint the successful Bidder for an initial period of six months. The Bank reserves the right to extend the assignment as per the requirement of the Bank on the same commercial consideration.

7. DOCUMENTATION

THEVENDOR shall supply all necessary documentation as defined in the Schedule I of Scope of Work.

8. SINGLE POINT OF CONTACT, DIRECT SUPPORT & ONSITE TEAM DETAILS

THEVENDOR has to provide details of Single point of contact viz. name, designation, address, e-mail address, telephone/mobile no., fax no. etc. and similar details of onsite resources. Escalation matrix for support should also be provided with full details.

9. PAYMENT TERMS

Detailed payment terms will be finalized at the time of entering into the agreement with the selected bidder.

10. NON PAYMENT OF AGREED PRICE

If any of the items/activities as mentioned in the price bid as per Schedule II are not taken up by the Bank during the course of this assignment, the Bank will not pay the contracted price quoted/agreed by THEVENDOR in the price bid against such activity/item.

11. SECURITY DEPOSIT & PERFORMANCE GUARANTEE

THEVENDOR has to deposit with the Bank an amount XX being 3% (Three) of the contract value towards security deposit for the entire period of assignment, within 15 days from the date of issuance of Letter of Intent. The EMD amount with the Bank will be included while calculating the Security Deposit. THEVENDOR has to provide unconditional and irrevocable performance Bank Guarantee of XX from a Public Sector Bank (other than BOB) towards the performance of the contract in accordance with the specifications, terms of the RFP document.

12. SUBSTITUTION OF PROJECT TEAM MEMBERS

During the assignment, the substitution of key staff identified for the assignment will not be allowed by the Bank unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, THEVENDOR as the case may be, can do so only with the prior written concurrence of the Bank and by providing the replacement staff of the same level of qualifications and competence. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments (including past payments and payment made in advance) made by the Bank to THEVENDOR during the course of the assignment pursuant to this Agreement /RFP besides claiming an amount equal to the contract value as liquidated damages. However, the Bank reserves the unconditional right to insist to THEVENDOR to replace any team member with another (with the qualifications and competence as required by the Bank) during the course of assignment pursuant to this Agreement / RFP.

13. SOFTWARE/HARDWARE REQUIREMENTS

All the software / hardware equipment like laptop and accessories etc. to be brought by the THEVENDOR at no extra cost.

14. PROFESSIONALISM

THEVENDOR must provide professional, objective and impartial advice at all times and hold the Bank's interests paramount and must observe the highest standard of ethics, values, and code of conduct, honesty and integrity while executing the assignment.

15. ALTERNATIVE APPROACHES

In case the Bank is unable to rectify the observations mentioned in the Audit report, THEVENDOR should suggest the alternative approaches to help the Bank to remediate the gaps.

16. EXPENSES

a) It may be noted that Bank will not pay any amount/expenses / charges / fees / traveling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses other than the "Agreed Price".

b) For any additional work not covered by the scope of work in this Agreement / RFP, Bank will pay on the per man day cost basis.

17. SET-OFF

a) Without prejudice to other rights and remedies available to BOB, BOB shall be entitled to set-off or adjust any amounts due to BOB under this agreement from the THEVENDOR against payments due and payable by Bank to the THEVENDOR for the services rendered.

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

18. COVENANTS OF THEVENDOR

18.1 THEVENDOR shall deploy and engage suitably experienced and competent personnel as may reasonably be required for the performance of the services. During the currency of this Agreement, THEVENDOR shall not substitute the key staff identified for the services mentioned in this Agreement.

18.2 THEVENDOR shall forthwith withdraw or bar any of its employee/s from the provision of the services if, in the opinion of BOB:

i. The quality of services rendered by the said employee is not in accordance with the quality specifications stipulated by BOB; or

ii. The engagement or provision of the services by any particular employee is prejudicial to the interests of BOB.

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

19. THE VENDOR

a) shall be responsible for all negotiations with personnel relating to salaries and benefits, and shall be responsible for assessments and monitoring of performance and for all disciplinary matters.

b) shall not knowingly engage any person with a criminal record/conviction and shall bar any such person from participating directly or indirectly in the provision of services under this Agreement.

c) shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel.

d) shall not exercise any lien on any of the assets, documents, instruments or material belonging to BOB and in the custody of THEVENDOR for any amount due or claimed to be due by THEVENDOR from BOB.

e) shall regularly provide updates to BOB with respect to the provision of the services and shall meet with the personnel designated by BOB to discuss and review its performance at such intervals as may be agreed between the Parties.

f) shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but not limited to Minimum Wages Act, Provident Fund laws, Workmen's Compensation Act) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations.

g) shall not violate any proprietary and intellectual property rights of BOB or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights in course of providing services hereunder.

h) shall ensure that the quality and standards of materials and services to be delivered or rendered hereunder, will be of the kind, quality and timeliness as designated by the BOB and communicated to THEVENDOR from time to time.

i) shall not work in a manner which, in the reasonable opinion of BOB , may be detrimental to the interests of BOB and which may adversely affect the role, duties, functions and obligations of THEVENDOR as contemplated by this Agreement.

j) shall be liable to BOB for any and all losses of any nature whatsoever arisen directly or indirectly by negligence, dishonest, criminal or fraudulent act of any of the representatives and employees of THEVENDOR while providing the services to the BOB.

k) shall itself perform the obligations under this Agreement and shall not assign, transfer or sub-contract any of its rights and obligations under this Agreement except with prior written permission of BOB.

l) shall comply with the Information and cyber security controls given in the Annexure IV on an ongoing basis and regulatory / legal guidelines and directives related to SP / outsourcing issued by regulators / legal entities from time to time. The Consultant shall provide access to the regulators, legal authorities, Bank and Bank appointed auditors for on-site/off-site supervision.

The Consultant to ensure that outsourced critical IT service are subjected to the annual IT audit / Technology risk assessment process by an independent professional agency as approved by the local government or regulator at no extra cost to the Bank

20. INDEMNITY

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

- Bank's authorized / bonafide use of the Deliverables and /or the Services provided by Vendor under this Agreement; and/or an act or omission of the Vendor and/or its employees, agents, sub-contractors in performance of the obligations under this Agreement; and/or claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Vendor, against the Bank; and/or
- Claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Vendor to its employees, its agents, contractors and sub-contractors breach of any of the term of this Agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Vendor under this Agreement; and/or
- Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- Breach of confidentiality obligations of the Vendor contained in this Agreement; and/or
- the acts, errors, representations, misrepresentations, willful misconduct or negligence of THEVENDOR, its employees in performance of its obligations under this Agreement; or

- Loss of data due to Vendor provided facility
- Any deficiency in the services of the Service Provider or
- Violation of any applicable laws by the vendor, its agents, employees, representatives etc.

b. The vendor shall protect and save the Bank against all claims, losses, damages, costs, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. by the vendor and its employee / agents.

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

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

e. The provisions of this Clause shall survive the termination of contractual agreement

21. PENALTIES AND LIQUIDATED DAMAGES

a. The Bank will impose a penalty, of Rs. 50,000/- (INR Fifty thousand only) per week or part thereof, for delay in not adhering to the time schedules. If the vendor fails to complete the due performance of the contract in accordance to the specifications and conditions agreed during the final contract negotiation, the Bank reserves the right either to cancel the contract or to accept performance already made by the vendor. The Bank reserves the right to recover an amount equal to the value of contract by the Bank as Liquidated Damages for non-performance.

b. Both the above are independent of each other and are applicable separately and concurrently.

c. However, the same would not be applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the bidder to prove that the delay is attributed to the Bank and Force Majeure. The vendor shall submit the proof authenticated by the bidder to the Bank's official that the delay is attributed to the Bank and/or Force Majeure along with the bills requesting payment.

22. TERMINATION & SURVIVAL

The terms of this Agreement shall be for 06 months unless terminated by BOB with forty five days prior written notice to THEVENDOR, however, this Agreement's provisions will survive as to Confidential Information that is disclosed before termination.

23. CORPORATE AUTHORITY

The Parties represent that they have taken all necessary corporate action and sanction to authorize the execution and consummation of this Agreement and will furnish satisfactory evidence of same upon request.

THEVENDOR shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. THEVENDOR 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 to discuss, sign agreements/contracts with the Bank. THEVENDOR shall furnish proof of identification for above purposes as required by the Bank.

24. LAW, JURISDICTION AND DISPUTE RESOLUTION

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

b) ARBITRATION

i. BOB and THEVENDOR shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after 30 days from the commencement of such informal negotiations, Bank and the THEVENDOR have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration.

ii. The dispute, controversy or claims arising out of or in connection with the Agreement shall be referred to sole arbitrator to be appointed by BOB.

iii. The place and seat of arbitration shall be at Mumbai.

iv. The arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be the Indian law.

v. The award of the arbitrator shall be final and conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgment thereon in any one or more of the highest courts having jurisdiction. The Parties further agree that such enforcement shall be subject to the provisions of the Indian Arbitration and Conciliation Act,1996 and neither Party shall seek to resist the enforcement of any award in India on the basis that award is not subject to such provisions.

vi. The rights and obligations of the Parties under or pursuant to this Clause, including the arbitration agreement in this Clause, shall be under the exclusive jurisdiction of the courts located at Mumbai.

25. LIMITATION OF LIABILITY

a) THEVENDOR's aggregate liability in connection with obligations undertaken as a part of this Project whether arising under this project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be actual.

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

c) BOB shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the THEVENDOR as part of this Agreement.

d) Under no circumstances BOB shall be liable to the THEVENDOR for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if BOB has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

26. PUBLICITY

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

27. INDEPENDENT ARRANGEMENT

This Agreement is on a principal-to-principal basis between the Parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the parties. THEVENDOR acknowledges that its rendering of services is solely within its own control, subject to the terms and conditions agreed upon and agrees not to hold it out to be an employee, agent or servant of BOB or Affiliate thereof.

28. SUBCONTRACTING

a) THEVENDOR shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required by it under the contract without the prior written consent of the BOB.

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

29. NON – SOLICITATION

THEVENDOR, during the term of the contract and for a period of three years thereafter 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 this contract; 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. Nothing in this clause shall preclude the hiring of an individual who initiates contact with the party in response to a general public advertisement.

30. VICARIOUS LIABILITY

THEVENDOR shall be the principal employer of the employees, agents, contractors, subcontractors, etc., if any, engaged by THEVENDOR and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by THEVENDOR for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of THEVENDOR shall be paid by THEVENDOR alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of THEVENDOR's employees, agents, contractors, subcontractors etc. THEVENDOR shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of THEVENDOR's employees, agents, contractors, subcontractors, etc.

31. FORCE MAJEURE

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

b) For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Vendor and not involving the Vendor's fault or negligence and not foreseeable. Such events may include, Acts of God or of public enemy, acts of Government of India in their sovereign capacity and acts of war.

c) If a Force Majeure situation arises, the Vendor shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the Vendor shall continue to perform Vendor'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.

d) 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 three months, the Bank and the vendor shall hold consultations in an endeavor to find a solution to the problem.

32. CONFIDENTIALITY

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

b) The Vendor 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 Vendor.

c) The Vendor shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information.

d) The Vendor 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 Vendor 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.

e) The Vendor 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.

f) The Vendor hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of the Release Order or any other agreement 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.

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

1.3 The Vendor 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.

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

33. AUDIT:

- BOB reserves the right to conduct an audit/ ongoing audit of the services provided by the Vendor through internal or external third party Auditor appointed by the Bank.
- The Vendor should allow the Reserve Bank of India (RBI) or persons authorized by it or any governmental/regulatory authority or internal or external third party Auditor appointed by the Bank to access BOB documents, records or transaction or any other information given to, stored or processed by the Vendor within a reasonable time failing which the Vendor will be liable to pay any charges/ penalty levied by RBI.
- The Vendor should allow the Reserve Bank of India (RBI) to conduct audits or inspection of its Books and account with regard to BOB documents by one or more RBI officials or employees or other persons duly authorized by RBI or internal or external third-party Auditor appointed by the Bank.

34. PROPRIETARY RIGHTS

Title to all documents, process details, any other information which is having intellectual property rights received by the Vendor 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 the Vendor any patents, licenses or similar rights to such property and Proprietary Information disclosed to the Vendor hereunder.

35. 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.

36. WAIVER

a) 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.

b) This Agreement is in addition to any prior written agreement between BOB and The Vendor 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.

37. COMPLIANCE WITH LAWS –

Compliance with all applicable laws: The vendor 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 tender 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 Vendor should adhere to laws of the land and rules, regulations and guidelines issued by the various Regulatory, Statutory and Government authorities in respect of Data Privacy and especially the guidelines issued by RBI with respect to outsourcing and protection of SPDI (sensitive personal data or information) as per IT (Amendment) Act 2008 including the provisions of the Information Technology Act, 2000 and the rules/regulations framed there under, such as the Information Technology (reasonable security practices and procedures and sensitive personal data or information) Rules, 2011

38. MISCELLANEOUS

a) Any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.
b) No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
c) Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile to the person at the address given below. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, two days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).

The addresses referred to hereinabove are:

If to the BOB:

Head-MSME Banking
Bank of Baroda
MSME Banking Department
2nd floor, Baroda Corporate Centre, C-26, G Block
Bandra Kurla Complex, Bandra (E), Mumbai 400051.

If to the _____

(Address)

ATTN: _____

d) This Agreement along with the RFP constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto. In case of any contradiction in the terms of RFP, offer document and Purchase Order etc, and this Agreement the decision of the bank will be final and binding.
e) Neither this Agreement nor any provision hereof is intended to confer upon any Person other than the Parties to this Agreement any rights or remedies hereunder.

f) In connection with this Agreement, as well as all transactions contemplated by this Agreement, each Party agrees to execute and deliver such additional documents and to perform such additional actions as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.
g) The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.
h) The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.
i) Neither Party may assign, in whole or in part, the benefits or obligations of this Agreement to any other person without the prior written consent of the other Party, provided that BOB may assign any of its rights and obligations hereunder to any of its Affiliates without the prior consent of THEVENDOR.

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

For Bank of Baroda	**For** XXXXXXSign ;
	Name :
	Title :Authorised Signatory
Sign XXXXXX	Address:,
XX	Fax No.
Fax No.	

Date: _____

Place: Mumbai.

Annexure 11

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

Reference No. BCC: MSME:RFP:114:01 Date: 23 .05.2022

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

To

Head-MSME Banking
Bank of Baroda
MSME Banking Department
2nd floor, Baroda Corporate Centre, C-26, G Block
Bandra Kurla Complex, Bandra (E), Mumbai 400051.

Sir,

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

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

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

Please strike off whichever is not applicable

1. "I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is not from such a country."

2. "I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is from such a country. I hereby certify that _____ fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached.]"

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

Further we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that our subcontractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our subcontractor fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached herewith.]"

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

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

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

Dated this……..by …….2022
Yours faithfully,

Authorized Signatory
Name & Designation:
Vendor's Corporate Name
Address
Email and Phone #

List of documents enclosed:

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

Such dispute or difference shall be taken up by either party for its resolution through AMRCD.

Annexure 12 – INTEGRITY PACT (Draft)

(TO BE STAMPED AS AN AGREEMENT)

General

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

BANK OF BARODA, a body corporate constituted under the provisions of Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Head Office at Mandvi, Vadodara 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 assigns); and.....hereinafter referred to as "The Bidder/Bidder"

Preamble

Request for Proposal (RFP) for engagement of suitable Management Consultant for development of the Co Lending Model at Bank of Baroda.

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

In order to achieve these goals, the BOB will appoint management consultant for carrying out the scope of work outlined in this RFP.

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 endeavour to exclude from the selection process all known

prejudiced persons.

2. If the BOB obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if the rebeassubs tantive suspicion in this regard, the BOB will inform the Chief Vigilance Officer and in addition can initiated is disciplinary actions.

Section 2 - Commitments of the Bidder(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 inexchange 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 - Compensation for Damages

(1) If the BOB has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the BOB is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the BOB has terminated the contract according to Section 3, or if the BOB is entitled to terminate the contract according to Section the BOB shall be entitled to demand and recover from the Bidder liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Bidders 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 7 - Criminal charges against violating Bidder(s) / Bidder(s) /Sub Bidder(s)

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

Section 8 - Independent External Monitor

(1) The BOB has appointed Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Name: Shri Harishwar Dayal dayalagra@gmail.com appointed competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the 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 9 Facilitation of Investigation

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

Section 10 - contract has been awarded. Any violation of the same would entailed is qualification of the Pact Duration

This Pact begins when both parties have legally signed it. It expires for the selected Bidder till the contract period, and for all other Bidders6months after the bidders and exclusion from future business dealings.

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

Section 11 - Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the BOB ,i.e. Mumbai.

(2) Changes and supplements as well as termination notices need to be made in writing.

(3) If the Bidder is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to bein valid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to the original intentions.

(5) Issues like scope of work, Warranty/ Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and RFQ/ RFQ/ tender

documents and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the BOB)	(For & On behalf of Bidder / Bidder)
(Office Seal)	(Office Seal)

Place_____-Date_____

Witness1:

(Name & Address) _____

Witness2:

(Name & Address) _____

Annexure 13

BID SECURITY DECLARATION FORM (Draft)

Date: RFP/Tender No.

To (Insert complete name and address of the purchaser)

1.I/We, the undersigned, declare that M/s _____ is a Micro and Small Enterprise and the copy of registration certificate issued by NSIC/DIPP for Micro and Small Enterprise (MSE)/Startups which are valid on last date of submission of the tender documents are enclosed.

2. I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration as per Rule 170 of General Financial Rules (GFRs) 2017 by Micro and Small Enterprise (MSEs).

OR

2A. As per the tender/RFP no. floated for at para no. a Bid Declaration Form in lieu of Bid Security is required to be submitted by me/as per Rule 170 of General Financial Rules (GFRs) 2017 by Micro and Small Enterprises (MSEs).

3.I/We accept that I/We may be disqualified from bidding for any contract with you for a period of …….. *(as per the OM dated 12/11/2020 they will be suspended or the time specified in the tender documents. Hence the said period may be mentioned herein)* year from the date of notification if I am/We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of the bid validity specified in the form of Bid, or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance security, in accordance with the instructions to Bidders.

4. I/We understand the Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder, or (ii) thirty days after the expiration of the validity of my/our Bid.

5. I/We declare that I am the authorized person of …….. to make the declaration for and on behalf of …… Letter of Authority for executing declaration in enclosed.

Signed: (insert signature of person whose name and capacity are shown)

In the capacity of : (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

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

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

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