



**REQUEST FOR PROPOSAL FOR EMPANELMENT OF HUMAN RESOURCE
RECRUITMENT CONSULTANTS FOR HIRING MANPOWER/CAPACITY
BUILDING IN SENIOR MANAGEMENT POSITIONS IN THE BANK & BANK'S
WHOLLY OWNED SUBSIDIARIES**

HRM Department
Bank of Baroda
Baroda Bhavan,
Alkapuri, Baroda
Gujarat - 390007

**RFP Reference: RFP : HRM: 115 : 2630
Dated 23.08.2023**

[A] Important Dates:

#	Particulars	Timeline
1	RFP Issuance Date	August 23, 2023
2	RFP Coordinator Name, Contact details (Bank)	Mr. Manoj Kr. Bakshi Deputy General Manager - HRM Human Resources Management Department 6 th Floor, Head Office, Baroda Bhavan, R.C.Dutt Road, Alkapuri Vadodara – 390007 Telephone : 0265-2316607 Email Id : Manoj.Bakshi@bankofbaroda.com
3	Last Date of Written request for Clarifications Before the Pre-bid Meeting	3:00 pm on August 28, 2023 Email with clarifications to be mailed to recruitment@bankofbaroda.com
4	Pre-bid Meeting details	<ul style="list-style-type: none"> ○ Pre bid meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams) on August 30, 2023. ○ Bidder to submit a maximum of -2- participant's names, contact numbers, designations and e-mail IDs on recruitment@bankofbaroda.com along with pre-bid clarification. ○ Meeting invite Link will be sent by the Bank to bidder's provided email IDs to join the Online Meeting as per the schedule mentioned above. ○ Bidder representatives will have to click the Bank provided link (provided in the e-mail) to join the On-Line Pre-bid meeting
5	Last Date of Submission of RFP Response (Closing Date)	5:00 pm on September 12, 2023 Mode: <ul style="list-style-type: none"> • Hard Copy to be submitted to the address of RFP coordinator • Email on recruitment@bankofbaroda.com
6	Eligibility Cum Technical Bid Opening Date	5:00 pm on September 14, 2023 Conference room, 6 th Floor, Head Office, Baroda Bhavan, R.C.Dutt Road, Alkapuri Vadodara - 390007 Mode: The authorised personnel of the firm who has submitted the bid may attend the Bid opening in person OR may join virtual through Bank's Online Meeting Platform (i.e. Microsoft Teams) Bidders are requested to send bid submission confirmation with the details of the authorized personnel and their email address for attending bid

		opening meeting on recruitment@bankofbaroda.com id after RFP submission time is over
7	Commercial Bid	As the RFP is an invitation for empanelment, only Technical bid is required to be submitted at the time of submission of bid and Commercial bid is not required to be submitted at this stage.
8	Application Money	INR 10,000/- (Rupees Ten Thousand Only)
9	Bid Security (Earnest Money Deposit)	INR 3,00,000/- (Rupees Three Lakh Only)
10	Mode of bid submission & online portal's URL	Mode: <ul style="list-style-type: none"> • Hard Copy to be submitted to the address of RFP coordinator • Email on recruitment@bankofbaroda.com

[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank, BOB means 'Bank of Baroda'
2. Recipient, Respondent, Bidder, service provider, means the respondent to the RFP document
3. RFP means the Request For Proposal document
4. Proposal, Bid means "Response to the RFP Document"
5. Support means Support & Services to be provided as part of the Scope of Work
6. SLA means Service level 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 vendors or any person acting on behalf of the vendors strictly adhere to the instructions given in the document and maintain confidentiality of information. The vendors will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the Bank in the event that such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

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1. Introduction

- 1.1. Bank of Baroda is one of the largest Public Sector Bank (PSU) in India with a branch network of over 8100+ branches in India and 93 branches/offices overseas including branches of our subsidiaries, distributed in 17 countries.
- 1.2. Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Registered Office at RC Dutta Road, Alkapuri, Baroda and Corporate Office at C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051 (hereinafter referred to as the “Bank”) which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this RFP document, hereinafter called RFP, to eligible Bidders, hereafter called as ‘Bidders’, to participate in the competitive bidding for “Empanelment of Human Resource Recruitment Consultants for hiring manpower/capacity building in Senior Management positions in the Bank & Bank’s wholly owned subsidiaries”.

2. Project overview and scope of work

- 2.1. This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda (“the Bank”) to select/shortlist Bidder/s for providing hiring/capacity building services in Senior Management positions in the Bank & Bank’s wholly owned subsidiaries.
- 2.2. Now Bank desires to empanel Human Resource Recruitment Consultants for hiring manpower/capacity building in Senior Management positions in the Bank & Bank’s wholly owned subsidiaries”. For this purpose, Bank invites proposal from Bidders who are interested in participating in this RFP who fulfill the eligibility criteria mentioned under Annexure- 02 and also in a position to fulfill the requirement as mentioned in Project Scope under Annexure A. Apart from the above the Bidder must also agree to all our terms & conditions mentioned under this RFP.
- 2.3. The detail scope of work is mentioned in the Annexure A. However, Bank reserve the right to modify/ change the scope of work at any phase of this contract.

3. Contract period

The bank shall enter into an agreement with the selected bidder for a period of three (3) years, which may be extended up to 12 months with mutual consent. The contract will be deemed completed only when all the services contracted by the Bank are provided and implemented along with the associated documentation provided to Bank’s employees; as per the requirements of the contract executed between the Bank and the Bidder .

4. Pre-Qualification for Submission of Bid

Bidders satisfying the eligibility conditions (mentioned in Annexure 02) and General terms and conditions specified in this document and ready to provide the said “Services” in conformity with Scope of Work stipulated in Annexure – A, may submit their bid on or before the timeline stipulated in the [A] Important Dates.

The detailed guidelines for submission are mentioned in Annexure B.

5. Application Money

A non-refundable Application Money as mentioned in “[A] Important Dates – Application Money ” must be deposited through RTGS (Real Time Gross Settlement) / NEFT. The details of the transaction viz. scanned copy of the receipt of making transaction is required to be shared with the Bank at the time of submission of the Bid. The Bank may, at its discretion, reject any Bidder where application money has not been furnished with RFP response.

This non-refundable fee is to be submitted through the electronic mode to the below mentioned account.

- ✓ **Account Number** - **02000400000062**
- ✓ **Account Name** - **Bank of Baroda**
- ✓ **Branch** - **ALKAPURI, BARODA**
- ✓ **IFSC** - **BARB0ALKAPU (5th Character is Zero)**

6. Bid Security (Earnest Money Deposit)

6.1.1. Bidders are required to give an earnest money deposit of an amount as mentioned in “[A] Important Dates” at the time of submission of the technical bid. The proof of same is to be submitted while opening of eligibility cum technical bid, failing of which the bid of the concerned bidder may be rejected. Bid Security (Earnest Money Deposit)” shall be paid through electronic mode or a Bank Guarantee (Annexure 06(B) – Bid Security Form) of an equal amount issued by a Commercial Bank (other than Bank of Baroda) located in India. This Bid-security is valid for 6 months and to be submitted through the electronic mode to the below mention account

- ✓ **Account Number** - **02000400000062**
- ✓ **Account Name** - **Bank of Baroda**
- ✓ **Branch** - **ALKAPURI, BARODA**
- ✓ **IFSC** - **BARB0ALKAPU (5th Character is Zero)**

Non-submission of Earnest Money Deposit or a Bank Guarantee in the format prescribed in RFP will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the empanelment process. The EMD (Earnest Money Deposit) of successful bidder(s) shall be converted to Interest Free Security Deposit against future mandates which may be awarded to the empaneled consultants based on quotation submitted by them in response to the Bank’s requirements as shared from time to time.

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

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

Wherever, Bank guarantee has been submitted by the bidder in lieu of Security Deposit/ Earnest money deposit of Rs. 3,00,000/- (Rupees three lakhs only), if any of the above conditions are not met, the Bank Guarantee issued in favor of the Bank will be invoked.

Unsuccessful Bidder's - Bid security money deposit or bank guarantee will be returned by the Bank within two weeks from closure of the RFP. No interest shall be paid on Bid security money deposit by unsuccessful Bidders.

Exemption for application money and EMD amount:

Exemption from submission of EMD and application money shall be given to bidders, who are Micro and Small Enterprises (MSE) / Startups. The bidders who are MSE have to submit necessary documents issued by NSIC and the bidders who are startups have to be recognized by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD and tender cost exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC/DIPP which are valid on last date of submission of the tender documents along with "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents. MSE/Startup firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for EMD and Tender cost exemption.

Preference to make in India initiative

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

7. Security Deposits/Performance Guarantee:

- 7.1.1. The successful Bidder shall provide a Security Deposit (in the designated accounts mentioned in para 6.1.1) or Performance Bank Guarantee In lieu of Security Deposit within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Annexure - 09 to the extent of Rs. 3,00,000/- (Rupees three lakhs only) for the entire period of the contract plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The Guarantee should be issued from any Nationalised Bank or Schedule Commercial Bank Only, other than Bank of Baroda.
- 7.1.2. In the event of non-performance of obligation or failure to meet terms of this Tender or subsequent agreement the Bank shall be entitled to appropriate/invoke the security Deposits/Performance Bank Guarantee as the case may be without notice or right of demur to the Bidder.
- 7.1.3. The Bank reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking Guarantee, if any, under this contract.
- 7.1.4. If the Security Deposit/ Performance Guarantee is not submitted within the

stipulated time, the Bank reserves the right to cancel the order / contract and the earnest money deposit taken from the Bidder will be forfeited.

8. Sub - Contracting:

The selected service provider/ vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under this project. In case any particular specialized service prescribed in the scope of work requires subcontracting, it needs 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

9. Service Level Agreement and Non-Disclosure Agreement:

- 9.1. The successful bidder shall execute a) Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA) (As per Annexure - 11), which contains all the services/deliverables and terms and conditions of the services to be extended as detailed herein.
- 9.2. 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.

10. Compliance with Laws:

- 10.1. Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project. Also, the bidder shall comply with the provisions of the code of wages, and other labor welfare legislations. in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. The Bank will give notice of any such claim or demand of liability within a reasonable time to the Bidder.
- 10.2. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above.

11. Termination:

- 11.1. Bank reserves the right to terminate this RFP at any stage without any notice or assigning any reason.
- 11.2. At any time during the course of the RFP process or before the award of contract or after execution of the contract that one or more terms and conditions laid down in this Request For Proposal has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information. Bank may terminate his contract and may invoke performance bank guarantee or forfeit the security deposit as the case may be. Further bank may impose such restriction/s on the defaulting bidder as it deemed fit.

- 11.3. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same, In such an event, the bidder is bound to make good the additional expenditure which the Bank may have to incur for the execution of the balance of the contract

12. Grievance Redressal and Dispute Resolution:

- 12.1. 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 cgm.hrm@bankofbaroda.com . It may please be noted that the grievance can be filed by only that bidder who has participated in Empanelment proceedings in accordance with the provisions of this RFP. All letters must be addressed to the following:

Chief General Manager - HRM
Bank of Baroda, Baroda Corporate Centre,
Plot No. C-26, Block G, Bandra Kurla Complex, Bandra (East),
Mumbai 400051

Dispute Resolution:

- 12.2. 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.
- 12.3. 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.
- 12.4. 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.
- 12.5. 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.
- 12.6. 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.
- 12.7. 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.

13. Governing Laws:

- 13.1. 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.

14. Prevention of Corrupt and Fraudulent Practices:

- 14.1. As per Central Vigilance Commission (CVC) directives, it is required that every participating bidder is required to sign an integrity pact as per the Annexure - 10 of this RFP.
- 14.2. Every Bidders / Suppliers / Contractors are expected to observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of the policy:
- ▶ “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
 - ▶ “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.
- 14.3. 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.
- 14.4. 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.

15. 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 the above purposes as required by the Bank.

16. 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:

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

17. 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 accompanied by the requisite Application Money and Earnest Money Deposit (EMD).
- ▶ 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.

18. General Terms and conditions

- 18.1. 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.
- 18.2. 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.
- 18.3. 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.
- 18.4. 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.
- 18.5. 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.
- 18.6. 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.
- 18.7. 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.
- 18.8. 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.
- 18.9. 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
- 18.10. Only one submission of response to RFP by each Respondent will be

permitted.

- 18.11. The Bank expects the Bidder to adhere to the terms of this tender document and would not accept any deviations to the same.
- 18.12. 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.
- 18.13. 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.
- 18.14. The Bank will notify the Respondents in writing as soon as practicable after the RFP Evaluation is completed, 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.
- 18.15. All responses received after the due date/time as mentioned in "[A] Important Dates. Last Date of Submission 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.
- 18.16. 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 "[A] Important Dates - RFP Coordinator"
- 18.17. Recipients are required to direct all communications for any clarification related to this RFP to RFP Coordinator.
- 18.18. All questions relating to the RFP, eligibility or otherwise, must be in writing and addressed to the addresses given in point "[A] Important Dates" 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.
- 18.19. 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.
- 18.20. 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 such response to all Respondents.
- 18.21. 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.
- 18.22. 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
- 18.23. All responses should be in English language. All responses by the bidder to this tender document shall be binding on such bidder for a period of 180 days after opening of the bids.
- 18.24. 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.
- 18.25. 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.
- 18.26. In the event the bidder has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Bidder’s and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to the Bank.
- 18.27. 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.
- 18.28. All out of pocket expenses, traveling, boarding and lodging should be a part of the financial bid to be submitted by the Bidder to the Bank at the time of response for each of the work order (Terms of Reference to be floated for each Recruitment project/position). No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
- 18.29. 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.
- 18.30. By submitting a proposal, the bidder agrees to contract with the Bank within the time period prescribed 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.

- 18.31. 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
- 18.32. 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.
- 18.33. 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.
- 18.34. 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;
- 18.35. 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.
- 18.36. 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

- 18.37. 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.
- 18.38. 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.
- 18.39. 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.
- 18.40. 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.
- 18.41. 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.
- 18.42. The Bidder shall perform its obligations under this Tender as an independent contractor, 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.
- 18.43. 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.

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

19. Abide with the universal human rights and banks Code of Ethics-

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

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

20. 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.

21. 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.

Annexure A – Project Details/Scope of Work

1. Project Scope

The Bidder shall perform the following tasks as per Bank requirement and satisfaction as per this RFP, but not limited to:

- i. Preparation of job specification in coordination with Bank for various positions which Bank intends to hire,
- ii. Undertake compensation survey and finalize the compensation structure in consultation with Bank for these positions.
- iii. Preparation of advertisement for filling positions identified by the Bank on regular/ Contract basis in various positions including top management positions.
- iv. To assist the Bank to advertise these positions in leading print and digital media according to Bank's requirements.
- v. Respond to relevant queries from applicants over phone / email.
- vi. Identification of suitable candidates based on their experience, skill sets, academic qualification for certain critical positions specified by the Bank, coordinating with them for their participation.
- vii. Providing the complete list of applicants clearly indicating their eligibility or otherwise for publishing on Bank's website keeping a window for objections, if any. Based on the objections received within stipulated period, the bidder shall take appropriate corrective action, if necessary, and will prepare final list of eligible candidates. This process of online objection and appropriate corrective action, if necessary, shall be done by the bidder, report of which shall be submitted to Bank.
- viii. Process soft copies of applications and providing hard copies of these online applications to Bank.
- ix. Short-listing of applications received for further screening (decide various screening process required for the job role) in consultation with Bank.
- x. Issuance of call letters and ensuring complete co-ordination with shortlisted candidates
- xi. Arranging for various screening process including Psychometric Test/Online test/GD etc., (if required), composition of Selection Committee etc., in consultation with Bank.
- xii. Facilitate conduct of selection process including interview by the Selection Committee constituted by Bank.
- xiii. Perform background check, Caste verification, credit check, and credit history/ background check on candidates for the position. The bidder should ensure that the candidates identified should not have any police record/criminal record against them. The antecedent and caste report should be in prescribed format duly signed by Competent Authority. The Bank may utilize the services of the consultants only for background verification check irrespective of the source of the candidate (including independent contractor or third party payroll).

- xiv. Handle and prepare answers for any recruitment related questions asked under Right to Information Act as per the rules and regulations of Government of India and/or decision of Hon'ble High Court/ Supreme Court.
- xv. Arrange for medical test of all selected candidates, providing the medical fitness certificate to the Bank.
- xvi. Assist the Bank in Internal selection/ promotion process including suggesting evaluation methods & competency tests.
- xvii. Market Research: Bank may wish to conduct Market Research / study on Job Specifications, Performance Metrics, Cost-to-Company for specific positions for which Bank intends to hire, from time to time. For the same Bank would require the Empanelled HR Consultant to conduct market study for any specific position/s as advised by the Bank. The work will be considered as part of overall project study / assignment.
- xviii. Design and implement, coaching/ mentorship programme for Senior executives of the Bank including onboarding of Coaches, developing interaction / delivery methodology and preparing the individual development reports. Recommending/ Suggesting future road maps, action points including training programmes for improving upon the areas of development and building upon the areas of strength.

Standards: All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards.

2. Payment Terms

The bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the bidders for each of the work order must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the bidder, in case of delays or defaults on the part of the bidder. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the cost of such items and professional fees quoted by the bidder in the price bid against such activity / item.

There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the bidder. Payment will be released by the Bank as per above payment terms on submission of relevant documents.

The Bank will pay invoices within a period of 30 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected bidder within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 30 days from the date the dispute stands resolved.

3. Right to Alter requirements

The Bank reserves the right to alter the requirements specified in the Tender. The Bank also reserves the right to delete one or more items from the list of items specified

in the Tender. The Bank will inform all Bidders about changes, if any. The Bidder agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions.

Annexure B - Guidelines for submission of RFP

Technical Bid envelope to contain the following (All the Documents should be digitally signed by authorized representative of bidder.

Section	Section Heading	Proforma Given
1	Letter of Authorization for Submission of Response	Annexure 01
2	Evaluation Terms (Evaluation Process & Eligibility Criteria)	Annexure 02
3	Covering letter from the Bidder	Annexure 03
4	Undertaking from the bidder	Annexure 04
5	Application Money (Bidder to Provide Transaction Details)	Annexure 05
6	Bid Security (Earnest Money Deposit) (Micro and Small Enterprises (MSE) / Startups shall submit a separate declaration)	Bidder to Provide Transaction Details as per Annexure 06 (A) OR Bank Guarantee as per Annexure 06 (B)
7	Pre-Bid Queries Form	Annexure 07
8	Conformity Letter	Annexure 08
9	Format of performance bank guarantee	Annexure 09
10	Integrity Pact	Annexure 10
11	Service level and non-disclosure agreement format	Annexure 11
12	Copy of the tender document along with annexures and addendum duly sealed and signed on all the pages of the document / digitally signed tender document.	Bidder to provide (signed /Digitally signed documents from authorized representative of bidder)
13	A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank.	Bidder to provide (To submit Board Resolution copy of authorizing official to submit the Bid)

Annexure 01 – Letter of Authorization for Submission of Response

To,
The RFP Co-ordinator – Empanelment of Human Resource Recruitment Consultants for hiring manpower/capacity building in Senior Management positions in the Bank & Bank's wholly owned subsidiaries Bank of Baroda
Head Office, Vadodara

Dear Sir,

SUB: Authorization Letter for submitting RFP proposal documents.

REF: Your RFP:HRM:115/2630 dated 23rd August 2023

This has reference to your above RFP for Empanelment of Human Resource Recruitment Consultants for hiring manpower/capacity building in Senior Management positions in the Bank & Bank's wholly owned subsidiaries

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

Certified photocopy of Power of Attorney (POA) of the person authorizing such person is duly submitted. We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered for supply by the Organization against this RFP.

The specimen signature is attested below:

Specimen signature of the Representative

Signature of the Authorizing Authority

Name of the Authorizing Authority (Certified Xerox copy of POA of authorized Signatory/authority is to be submitted)

Note:

- 1) This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Organization in its proposal.**

Annexure 02 – Evaluation Terms

1. Evaluation process

The competitive proposals will be evaluated by the bank based on their competitiveness and suitability to Bank's requirement.

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

A. Eligibility cum Technical Bid

Pre-qualification / eligibility criterion for the bidder to qualify this stage is clearly mentioned in below. The Bidder would need to provide supporting documents as part of the eligibility proof. All dates if not specified to be applicable from the date of the RFP.

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
A	General		
1	Bidder must be a Government Organization / PSU / PSE / partnership firm / LLP or private / public limited company in India for last 5 years.		Documentary Proof to be attached (Certificate of Incorporation)
2	Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs).		Letter of confirmation from Bidder.
3	The Bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017. or The Bidder is from such a country and has been registered with the Competent Authority i.e the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure to the said Office Memorandum / Order and we submit the proof of registration herewith.		Undertaking as per Annexure 04 and Copy of certificate of valid registration with the Competent Authority (If applicable) (signed /Digitally signed documents from authorized representative of bidder)
4	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having		Letter of confirmation from Bidder.

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
	common partners has not participated in the bid process.		
5	The Bidder to provide an undertaking on their letter head that all the functional and technical requirements highlighted as part of Technical Scope are covered in totality in the proposal submitted by the Bidder.		Letter of confirmation from Bidder.
B	Financial		
1	The Bidder must have registered a turnover of 50 Crores or above in each year during the last three completed financial years – 2020-21, 2021-22 and 2022-23* (Not inclusive of the turnover of associate companies). * If 2022-23 Financial Statements of any bidder is unaudited then Bank would consider the Audited Financial Statements of 2019-20 along with an undertaking letter from the bidder that the 2022-23 Statements are not audited.		Audited Financial statements for the financial years 2020-21, 2021-22 and 2022-23*. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification. * If 2022-23 Financial Statements of any bidder is unaudited then Bank would consider the Audited Financial Statements of 2019-20 along with an undertaking letter from the bidder that the 2022-23 Statements are not audited.
C	Technical		
1	The Bidder should be in the line of business for which RFP is issued and possess relevant experience of providing end-to-end recruitment services (in India)/capacity building in top & senior management Positions.		Documentary Proof of order / contract copy / customer credentials.
2	The bidder should have a minimum 3 years' experience (in India) in filling top & senior management positions in BFSI Sector / Large Organisations.		Certificate of incorporation/Relevant certification to be submitted

The technical bids of only those bidders who qualify the above mentioned eligibility criteria will be evaluated.

Technical Bids received within the prescribed date and time will be opened in the presence of the authorized representatives of the firms bidding who choose to attend the opening of the offer on the date and time specified in this RFP document. The Authorized representative of the firm present for the opening should have photo identification and shall sign in the register of attendance. The representative has to

submit an authority letter duly signed by the Firm, authorizing him to represent and attend the Proposal opening on behalf of the firm.

The Technical Proposal will be evaluated for technical suitability as under :

SN	Particulars (WORK EXPERIENCE IN INDIA ONLY WILL BE CONSIDERED)	Weight age
1.	Sectorial experience of providing end-to-end recruitment/capacity building services in BFSI sector/ Large Organisations	30 %
2.	Dedicated Team support to be provided to Bank of Baroda with relevant educational background, qualifying experience and credentials.	30%
3.	Experience of the applicant in the line of business of providing end-to end recruitment/capacity building services in India	10%
4.	Experience of the applicant in the line of business of providing end to end recruitment services /Capacity Building in Senior Management positions in India in the Banking Sector/ Large Organisations.	20%
5.	Methodology for undertaking the assignment for which Invitation Document is issued/customized to Bank's requirements in India.	10%
	TOTAL	100

NB: Information provided by the applicant as mentioned in the table above should be submitted with supporting documents like work orders/ certificates strictly on client's letter head. Any other form of submission will be summarily rejected. For Sr. No. 2, Bidders are requested to furnish number of professionals/ dedicated staff undertaking end-to-end recruitment services on declaration basis excluding clerical and admin support.

Preliminary Scrutiny

The Bank will scrutinize the offers received to determine whether they are complete and as per RFP requirement, whether technical documentation has been submitted as asked for and required to evaluate the offer, whether the documents have been properly signed and whether items are offered as per the RFP requirements. The Bank will inform the date, time and venue of presentation to the firms.

B. Commercial Bid :

The commercial quotes are not required to be submitted at the time of Technical proposal submission by the Applicants. Commercial/Techno-Commercial bids will be invited by Bank only from empanelled Applicant/s during the contract period based on Bank's requirements. At such time, the empanelled applicants shall be required to submit the commercial quote in Indian Rupee (INR).

Annexure 03 – Covering letter from the Bidder

To

The Dy. General Manager – HRM (RFP Co-ordinator)
Bank of Baroda
Baroda Bhavan
Alkapuri, Baroda
Gujarat - 390007

Sir,

Sub: Request for proposal (RFP) for Empanelment of Human Resource Recruitment Consultants for hiring manpower/capacity building in Senior Management positions in the Bank & Bank’s wholly owned subsidiaries

1. Having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items/activities mentioned in the ‘Request for Proposal’ and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.

We also submit required information along with documentary evidence in following format:

Parameter	Response – Specify wherever relevant	
Name of the Company and nature of business		
Holding company or Parent Company (if any)		
Company address		
Details of Ownership		
Name of the Parent Company (if any)		
Year of commencement of business		
Names of all the Directors (Applicant can add more records, if required)	1.	
	2.	
	3.	
Name of the key person with contact details		
Annual Turnover and Net Profit (in INR)	Annual Turnover	Net Profit
Year 2020-21		
Year 2021-22		
Year 2022-23		
No. of employees working:		

Major Change in Management in the last three years	
Certifications 1. With any Government /its agencies 2. With any other agency	
Name the Awards/ Accolades/ Recognition won for the application developed and deployed.	
Names of the Banks for which similar work had been undertaken	

2. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.
3. We agree to abide by this Tender Offer for 180 days from date of bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
7. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by2023

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Annexure – 04 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 Dy General Manager – HRM (RFP Co-ordinator)
Bank of Baroda
Baroda Bhavan,
Alkapuri, Baroda
Gujarat - 390007

Sir,

We, M/s ----- are a private/public limited company/LLP/Firm ~~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.]”

2. 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. 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 or through our Authorized person, after having read and understood the terms of RFP and the Office Memorandum and Order.

Dated this.....by2023

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)

Annexure 05 – Bid Fees (Application Money) Letter

To,

The Dy General Manager – HRM (RFP Co-ordinator)
Bank of Baroda
Baroda Bhavan,
Alkapuri, Baroda
Gujarat - 390007

Sir,

Sub: Request for proposal (RFP) for Empanelment of Human Resource Recruitment Consultants for hiring manpower/capacity building in Senior Management positions in the Bank & Bank's wholly owned subsidiaries

We having our registered office at (herein after called the 'BIDDER') are offering Application Money Deposit as per details below for consideration of the bid of the above mentioned Bidder.

Amount: Rs. _____ /- (Rupees _____ Only)

Mode: Online Transfer

Payment Type: RTGS (Real Time Gross Settlement) / NEFT (National Electronics Fund Transfer)

UTR / Txn ref. No. _____

Txn Date: _____

Remitting Bank: _____

Remitting Bank IFSC Code: _____

Beneficiary Account: Bank of Baroda, Bank Account No. **02000400000062**

Beneficiary Bank IFSC Code : BARB0ALKAPU (5th Character is Zero)

The details of the transaction viz. scanned copy of the receipt of making transaction or Micro and Small Enterprises (MSE) / Startups Certificate (if EMD not applicable) to be enclosed.

The Bank at its discretion, may reject the bid if the application money doesn't reflect in beneficiary account as per details furnished above.

Dated this.....by2023

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Annexure 06(A) – Bid Security Letter

To,

The Dy General Manager – HRM (RFP Co-ordinator)
Bank of Baroda
Baroda Bhavan,
Alkapuri, Baroda
Gujarat - 390007

Sir,

Sub: Request for proposal (RFP) for Empanelment of Human Resource Recruitment Consultants for hiring manpower/capacity building in Senior Management positions in the Bank & Bank's wholly owned subsidiaries

We having our registered office at (herein after called the 'BIDDER') are offering Earnest Money Deposit as per details below for consideration of the bid of the above mentioned Bidder.

Amount: Rs. _____ /- (Rupees _____ Only)

Mode: Online Transfer/Bank Guarantee

Payment Type: RTGS (Real Time Gross Settlement) / NEFT (National Electronics Fund Transfer)/ /Bank Guarantee

UTR / Txn ref. No. _____

Txn Date: _____

Remitting Bank: _____

Remitting Bank IFSC Code: _____

Beneficiary Account: Bank of Baroda, Bank Account No. **02000400000062**

Beneficiary Bank IFSC Code: **BARB0ALKAPU (5th Character is Zero)**

The details of the transaction viz. scanned copy of the receipt of making transaction or Bank Guarantee or Micro and Small Enterprises (MSE) / Startups Certificate (if EMD not applicable) to be enclosed.

The Bank at its discretion, may reject the bid if the EMD money doesn't reflect in beneficiary account or BG not received as per details furnished above.

Account Details for refund of Bid Security (Earnest Money Deposit) as per terms & conditions mentioned in the Tender document

We having our registered office at (herein after called the 'BIDDER') are providing our bank account details as per below to be considered as our account for refund of Bid Security (Earnest Money Deposit), wherever applicable as per terms & conditions mentioned in the Tender document.

A/C Name:

A/C No. (Company account details):

IFSC Code:

Bank Name:

Request for proposal for Empanelment of Human Resource Recruitment Consultants for hiring manpower/Capacity building in Senior Management positions in the Bank & Bank's wholly owned subsidiaries



Bank Address:

The details mentioned above is treated as final & bank shall not be held responsible for any wrong/failed transaction due to any discrepancy in above details.

Dated this.....by2023

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Annexure 06 (B) - Bid Security Form

Pro forma for Bank Guarantee in lieu of EMD

To,

Date DD-MM-YYYY

Bank of Baroda

.....

Dear Sir,

WHEREAS.....(Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at India (hereinafter referred to as "the VENDOR") proposes to offer its response to RFP No.. #: (RFP details) (hereinafter called the "RFP")

AND WHEREAS, in terms of the conditions as stipulated in the RFP, the VENDOR is required to furnish a Bank Guarantee in lieu of the Earnest Money Deposit (EMD), issued by a Scheduled Commercial Bank in India in your favour to secure the order of the RFP in accordance with the RFP Document (which guarantee is hereinafter called as "BANK GUARANTEE")

AND WHEREAS the VENDOR has approached us, for providing the BANK GUARANTEE.

AND WHEREAS at the request of the VENDOR and in consideration of the proposed RFP response to you, WE,.....having..... .. Office at....., India has agreed to issue the BANK GUARANTEE.

THEREFORE, WE,, through our local office at India furnish you the Bank GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We....., undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time to the extent of Rs. 3, 00,000/- (Rupees three lakhs only) an amount equivalent to the EMD against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the vender. any of the terms and conditions contained in the RFP and in the event of the VENDOR commits default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the RFP or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning

thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs. 3,00,000/- (Rupees three lakhs only) as may be claimed by you on account of breach on the part of the VENDOR of their obligations in terms of the RFP.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the VENDOR has committed any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the VENDOR after expiry of the relative guarantee period of the RFP and after the VENDOR had discharged all his obligations under the RFP and produced a certificate of due completion of work under the said RFP and submitted a "No Demand Certificate "provided always that the guarantee shall in no event remain in force after the day of without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. Should it be necessary to extend Bank Guarantee on account of any reason whatsoever, we undertake to extend the period of Bank Guarantee on your request under intimation to the VENDOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without affecting Bank Guarantee from time to time to vary any of the terms and conditions of the RFP or extend the time of performance of the RFP or to postpone any time or from time to time any of your rights or powers against the VENDOR and either to enforce or forbear to enforce any of the terms and conditions of the said RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the VENDOR or any other forbearance, act or omission on your part of or any indulgence by you to the VENDOR or by any variation or modification of the RFP or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. 3,00,000/- (Rupees three lakhs only) as aforesaid or extend the period of the guarantee beyond the said day of unless expressly agreed to by us in writing.
6. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the VENDOR or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the VENDOR.

7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the VENDOR hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
8. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the VENDOR from time to time arising out of or in relation to the said RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by courier, telex, fax, e-mail or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
10. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees here before given to you by us (whether jointly with others or alone) and now existing un-cancelled and that Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. The Bank Guarantee shall not be affected by any change in the constitution of the VENDOR or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
12. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
13. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the VENDOR.
14. Notwithstanding anything contained herein above;
 - i) our liability under this Guarantee shall not exceed Rs. 3,00,000/- (Rupees three lakhs only) ;
 - ii) this Bank Guarantee shall be valid up to and including the date and
 - iii) we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
15. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.



For and on behalf of

Branch Manager

Seal & Address

Annexure 07–Pre-Bid Queries Form

To

The Dy General Manager – HRM (RFP Co-ordinator)
Bank of Baroda
Baroda Bhavan
Alkapuri, Baroda
Gujarat - 390007

Sir,

Sub: Request for proposal (RFP) for Empanelment of Human Resource Recruitment Consultants for hiring manpower/capacity building in Senior Management positions in the Bank & Bank's wholly owned subsidiaries

We refer to the above RFP floated by the Bank and wish to seek clarifications w.r.t the below mentioned:

Sn	Reference Clause	Reference Page	Query/Clarification sought

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Date:

Annexure 08–Conformity Letter

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

To

The Dy General Manager – HRM (RFP Co-ordinator)
Bank of Baroda
Baroda Bhavan
Alkapuri, Baroda
Gujarat - 390007

Sir,

Sub: Request for proposal (RFP) for Empanelment of Human Resource Recruitment Consultants for hiring manpower/capacity building in Senior Management positions in the Bank & Bank's wholly owned subsidiaries

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

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Annexure 09-Performance Bank Guarantee

BANK GUARANTEE

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To

The Chief General Manager – HRM
Bank of Baroda
Baroda Bhavan
Alkapuri, Baroda
Gujarat - 390007

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

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

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

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

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

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

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

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

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

Dated this the day of, 20.....

For and on behalf of

Branch Manager

Seal and Address

Annexure 10 – Integrity Pact

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

Between

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

And

....., 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 “Bidder”, which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns)

Preamble

BOB is a one of the nationalized PSU Bank having its presence throughout India and _____ overseas territories. BOB is committed to fair and transparent procedure in appointing of its outsource service providers.

The BOB intends to appoint/ select, under laid down organizational procedures, contract/ s for.....

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 Contractor(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 its family members , will in connection with the tender for , or the execution of a contract, demand ; take a promise for or accept, for self or third person, any monetary or non-monetary benefit which the person is not legally entitled to.

- b. The BOB will, during the tender process treat all Bidder(s) with equity and reason. The BOB will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The BOB will make endeavor to exclude from the selection process all known prejudiced persons.
- (2) If the BOB obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the BOB will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the BOB employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract
 - b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the BOB as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d. The Bidder(s) / Contractors(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, Similarly the Bidder(s) /Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s) / Contractor(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.
- g. The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 - Compensation for Damages

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

Section 6 - Equal treatment of all Bidders | Contractors | Subcontractors

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The BOB will enter into agreements with identical conditions as this one with all Bidders and Contractors.

- (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) | Contractor(s) Subcontractor(s)

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

Section 8 - Independent External Monitor

- (1) The BOB appoints 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/Contractors as confidential.
- (3) The Bidder(s) / Contractor(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/ Contractor. The bidder/ Contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed 'Non-Disclosure of Confidential Information '. In case of any conflict of interest arising during the selection period or at a later date, the IEM shall inform BOB and recuse himself / herself from that case.
- (5) The BOB will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the BOB and the Contractor. 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 - Pact Duration

This Pact shall be effective from the date of its execution and shall expire for the selected Contractor till the contract period, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

Section 10 Other provisions

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

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

The parties hereby sign this Integrity Pact at _____ on _____

BOB

BIDDER

Name of the Officer:

Chief Executive Officer

Designation:

Department:

Date:

Date:

Place:

Place:

Witness

Witness

1. _____

1. _____

2. _____

2. _____

Annexure 11 - SERVICE LEVEL AND NON DISCLOSURE AGREEMENT FORMAT

This Agreement is made in Mumbai this..... Day of 20... by and between BANK OF BARODA, body corporate constituted under the Banking Companies [Acquisition & Transfer of Undertakings] Act 1970 having its Head Office at Mandvi, Baroda and Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400051, hereinafter for brevity sake referred to as “Bank” (which expression shall, unless repugnant to the context or meaning, include its successors and assigns) of the one Part;

AND

_____, a company incorporated under the Companies Act 1956/ 2013, India, having its registered office at _____, hereinafter referred to as “the Consultant ” (which expression shall, unless repugnant to the context and meaning thereof include its subsidiaries, affiliates, successors and permitted assigns) of the other Part,

(Bank and the Consultant hereinafter are individually referred to as “Party” and collectively as “Parties”)

WHEREAS

Bank with a view to empanel Human Resource Recruitment Consultants for hiring manpower/capacity building in Senior Management positions in the Bank & Bank’s wholly owned subsidiaries, has issued the invitation document (Request for Proposal, i.e. RFP) No. RFP: HRM: 115/2630 dated 23.08.2023 calling for applications from eligible candidates.

In response to RFP no ----- dated 23.08.2023 issued by Bank, the Service Provider also submitted its offer and has represented that it is engaged in the business of providing service as detailed by the Bank in the RFP document. It further represented to Bank that it has the requisite skill, knowledge, experiences, experts, staff and capability to provide required service to Bank. Relying on representations of Service Provider and other applicable criteria, Service Provider was declared as a successful bidder in the RFP evaluation process. Accordingly Bank has issued a -----.

It was a condition in the RFP that the Parties would enter into a Service Level and Non Disclosure Agreement which shall include all the services and terms and conditions of the services to be extended as detailed here in.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS

1. TERM

This Agreement shall come into force on _____ and shall be in force and effect for a period three (3) years which may be extended up to 12 months, unless Bank terminates the Agreement by giving a prior written notice of 30 days as per the terms

Request for proposal for Empanelment of Human Resource Recruitment Consultants for hiring manpower/Capacity building in Senior Management positions in the Bank & Bank’s wholly owned subsidiaries

of this Agreement. The agreement may be extended at the discretion of the Bank, subject to satisfactory execution of the assignment entrusted to the consultant.

2. SCOPE OF SERVICE

The Bank will require the services of the Consultant for the below mentioned broad categories of work and the Consultant, as and when called upon, agrees to undertake and deliver the same on assignment basis to the utmost satisfaction of the Bank.

Bank, at its sole and absolute discretion, may choose to avail all services or part thereof. Such decision may be advised prior or during the course of the assignment.

A description of the envisaged scope is enumerated in sub-paras below. However, Bank reserves its right to change the project/ assignment scope considering the size and variety of the requirements and the changing business conditions. Notwithstanding what is mentioned in sub-paras, the Consultant will be required to facilitate recruitment of manpower in Senior Management positions in the Bank & Bank's wholly owned subsidiaries in full compliance of all existing Govt. / Statutory Authority guidelines, within a specified time frame.

The Consultant will facilitate recruitment of manpower in Senior Management positions in the Bank & Bank's wholly owned subsidiaries as mandated by the Bank/ Bank's wholly owned subsidiaries as per the specifications enumerated below and for implementation of the same within the stipulated timeframes. The Bank expressly stipulates that the Consultant is on the understanding that this agreement contains only the principal provisions for the entire assignment and that any other services which may be required in connection with the successful implementation of the assignment shall be deemed to be a part of the assignment. The Consultant shall be required to undertake to perform all such tasks, render requisite services as may be required for the successful completion of the entire assignment at no additional cost to the Bank.

The Consultant on Bank's Panel will discuss with the Bank's representative to find out the requirements to be fulfilled for hiring manpower/capacity building in various Senior Management positions in the Bank/ wholly owned subsidiaries of the Bank, as and when need arises/ intimated by the Bank from time to time. The detailed scope of this project shall include, but not limited to:

- i. Preparation of job specification in coordination with Bank for various positions which Bank intends to hire,
- ii. Undertake compensation survey and finalize the compensation structure in consultation with Bank for these positions.
- iii. Preparation of advertisement for filling positions identified by the Bank on regular/ Contract basis in various positions including Top Management positions.
- iv. To assist the Bank to advertise these positions in leading print and digital media according to Bank's requirements.
- v. Respond to relevant queries from applicants over phone / email before closing date.

- vi. Identification of suitable candidates based on their experience, skill sets, academic qualification for certain critical positions specified by the Bank, coordinating with them for their participation.
- vii. Providing the complete list of applicants clearly indicating their eligibility or otherwise for publishing on Bank's website keeping a window for objections, if any. Based on the objections received within stipulated period, the bidder shall take appropriate corrective action, if necessary, and will prepare final list of eligible candidates. This process of online objection and appropriate corrective action, if necessary, shall be done by the bidder, report of which shall be submitted to Bank.
- viii. Process soft copies of applications and providing hard copies of these online applications to Bank.
- ix. Short-listing of applications received for further screening (decide various screening process required for the job role) in consultation with Bank.
- x. Issuance of call letters and ensuring complete co-ordination with shortlisted candidates
- xi. Arranging for various screening process including Psychometric Test (if required), composition of Selection Committee etc., in consultation with Bank.
- xii. Facilitate conduct of interview by the Selection Committee constituted by Bank.
- xiii. Perform background check, Caste verification, credit check, and credit history/ background check on candidates for the position. The bidder should ensure that the candidates identified should not have any police record/criminal record against them. The antecedent and caste report should be in prescribed format duly signed by Competent Authority.
- xiv. Handle and prepare answers for any recruitment related questions asked under Right to Information Act as per the rules and regulations of Government of India and/or decision of Hon'ble High Court/ Supreme Court.
- xv. Arrange for medical test of all selected candidates, providing the medical fitness certificate to the Bank.
- xvi. Assist the Bank in Internal selection/ promotion process including suggesting evaluation methods & competency tests.
- xvii. Market Research: Bank may wish to conduct Market Research / study on Job Specifications, Performance Metrics, Cost-to-Company for specific positions for which Bank intends to hire, from time to time. For the same Bank would require the Empaneled HR Consultant to conduct market study for any specific position/s as advised by the Bank. The work will be considered as part of overall project study / assignment.
- xviii. Design and implement, coaching/ mentorship programme for Senior executives of the Bank including onboarding of Coaches, developing interaction / delivery methodology and preparing the individual development reports. Recommending/ Suggesting future road maps, action points including training programmes for improving upon the areas of development and building upon the areas of strength.

3. STANDARDS

All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards.

4. Miscellaneous:

Notwithstanding the above, the Bank reserves its right to advertise or engage the services of any other Consultant at its sole discretion for hiring manpower/capacity building in any of the positions, as deemed fit.

The above indicated works given in above paragraphs are only illustrative and not exhaustive. Bank may (from time to time) request the Consultant to assist in various recruitment assignments and the Consultant agrees for the same.

5. DOCUMENTATION

The Service Provider shall supply all necessary documentation for the training, use and execution.

6. SINGLE POINT OF CONTACT & DIRECT SUPPORT

(Please incorporate following details – Name, designation, address, email address, telephone /mobile No..

Escalation matrix for support should also be provided with full details.

7. PERFORMANCE OF THE CONSULTANT:

The Consultant agrees to deliver and perform the services in accordance with the time schedule specified by the Bank.

If the Consultant fails to complete the due performance in accordance to the terms and conditions of the Work Order, the Bank reserves the right either to cancel the Work Order unconditionally or to accept performance already made by the Consultant.

The cancellation / termination of the work order by the Bank shall be in accordance with clause xviii of this document.

In the event, the Bank terminates the work order in whole or in part pursuant to the above, the Bank reserves the right to get the remaining services executed by another HR Recruitment Consultant of its choice.

8. PAYMENT TERMS

Bank will advise the empaneled Consultants to submit their Technical and Financial proposals for facilitating the Bank in hiring for any Senior Management positions, as deemed fit by the Bank and as per the Terms of Reference of each position/specific set of positions.

The Technical and Financial proposals submitted by empanelled Consultants for each of the positions/specific set of positions will be evaluated following Techno-Commercial analysis and the successful bidder securing the H1 position will be entrusted with the assignment of undertaking the defined activities under the scope of the Consultant leading to hiring for that particular position.

The weightage of Technical and Commercial proposal and the payment schedule linked to successful completion of the activity will be detailed in the Terms of Reference issued for each position/specific set of positions. Payment will be released only as per the schedule of payment specified in the Terms of Reference for each position/specific set of positions, for the activities completed and no payment shall be released for any activity not completed.

Payment as quoted in the subsequent Commercial proposal and accepted by Bank shall be made only upon the completion of the work / assignment given by the Bank. If any of the items/activities as mentioned in the Commercial proposal are not taken up by the Bank during the course of the assignment, the Bank shall not pay the professional fees quoted by the Consultant in the Commercial proposal against such activity/ item.

Invoice for payment needs to be raised on the day the candidate joins (or as mutually agreed upon) and the same will be payable by the Bank within 30 days from the day the invoice is raised.

This process will be followed for hiring for each position identified by the Bank till validity of Empanelment Agreement.

9. SET-OFF

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

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

10. COVENANTS OF THE CONSULTANT

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

The Consultant shall forthwith withdraw or bar any of its employee/s from the provision of the services if, in the opinion of BANK:

- (i) The quality of services rendered by the said employee is not in accordance with the quality specifications stipulated by BANK; or
- (ii) The engagement or provision of the services by any particular employee is prejudicial to the interests of BANK.

All employees engaged by the Consultant shall be in sole employment of the Consultant and the Consultant shall be solely responsible for their salaries, wages,

statutory payments etc. That under no circumstances shall BANK be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the Consultant.

The Consultant:

- i. 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.
- ii. 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.
- iii. shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel.
- iv. shall not exercise any lien on any of the assets, documents, instruments or material belonging to BANK and in the custody of the Consultant for any amount due or claimed to be due by the Consultant from BANK.
- v. shall regularly provide updates to BANK with respect to the provision of the services and shall meet with the personnel designated by BANK to discuss and review its performance at such intervals as may be agreed between the Parties.
- vi. 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 code of 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.
- vii. shall not violate any proprietary and intellectual property rights of BANK or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights in course of providing services hereunder.
- viii. 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 BANK and communicated to the Consultant from time to time.
- ix. shall not work in a manner which, in the reasonable opinion of BANK, may be detrimental to the interests of BANK and which may adversely affect the role, duties, functions and obligations of the Consultant as contemplated by this Agreement.
- x. shall be liable to BANK 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 the Consultant while providing the services to the BANK.

- xii. 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 BANK.
- xiii. The consultant shall comply with the Bank's Code of Ethics, available on the Bank's website>Shareholder's Corner> Policies/Codes> Our Code of Ethics, during the validity period of this agreement/contract.

11. CONFIDENTIALITY

The Consultant acknowledges that in the course of performing the obligations under this Agreement, it shall be exposed to or acquire information of the bank, which the Consultant shall treat as confidential.

- 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 Consultant or Consultant's employees during the course of discharging their obligations shall be treated as absolutely confidential and Consultant irrevocably agrees and undertakes and ensures that Consultant and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without prior written permission of BOB. The Consultant shall not use or allow to be used any information other than as may be necessary for the due performance by Service Provider of its obligations hereunder.
- b. The Consultant shall not make or retain any copies or record of any Confidential Information submitted by BOB other than as may be required for the performance of Service Provider.
- c. The Consultant shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information.
- d. The Consultant shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also so far as it is practicable Consultant shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Consultant or its affiliates.
- e. The Consultant shall extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
- f. The Consultant hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of the engagement Agreement/ Work Order or any other 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.

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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 Consultant from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from BOB.
 - The Consultant agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.
 - In any dispute over whether information or matter is Proprietary Information or not mentioned herein, it shall be the burden of Consultant 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.

Notwithstanding above, BOB shall take all the reasonable care to protect all the confidential information of service provider delivered to BOB while performing of the services.

The confidentiality obligations shall survive the expiry or termination of the Agreement between the Service Provider and the Bank.

12. INDEMNITY

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

- Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Consultant under this Agreement; and/or
- an act or omission of the Consultant 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 Consultant, against the Bank; and/or
- claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Consultant to its employees, its agents, contractors and sub-contractors
- 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 Consultant 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 Consultant contained in this Agreement; and/or
- Negligence or gross misconduct attributable to the Consultant or its employees or sub-contractors.

The Consultant shall at its own cost and expenses defend or settle at all point of time any claim against the Bank that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, the Bank:

- notifies the Consultant in writing as soon as practicable when the Bank becomes aware of the claim; and
- cooperates with the Consultant in the defense and settlement of the claims.

However, (i) the Consultant has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Consultant with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Consultant, except where the Bank is required by any authority/regulator to make a comment/statement/representation.

If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the Consultant, after due inspection and testing and at no additional cost to the Bank, shall forthwith either 1) replace or modify the software / equipment with software / equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or 2) obtain a license for the Bank to continue the use of the software / equipment, as required by the Bank as per the terms and conditions of this Agreement and to meet the service levels; or 3) refund to the Bank the amount paid for the infringing software / equipment and bear the incremental costs of procuring a functionally equivalent software / equipment from a third party, provided the option under the sub clause (3) shall be exercised by the Bank in the event of the failure of the Consultant to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank.

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

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

Indemnity shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by customer and / or regulatory authorities for reasons attributable to breach of obligations under this agreement by the Consultant.

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

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

13. PROPERTY RIGHTS

Each Party owns and retains all rights, title and interests in and to its respective Pre-Existing Intellectual Property and Independent Intellectual Property. Independent Intellectual Property means any Intellectual Property developed by a Party independently of the applicable statement of work. "Pre-Existing Intellectual Property" means any Intellectual Property owned by a Party, or licensed to such Party (other than by the other Party), as at the commencement date of the applicable statement of work.

Whereas title to all inventions and discoveries made jointly by the parties resulting from the Work performed as per this agreement shall reside jointly between the parties. Both the parties shall mutually decide the future course of action to protect/ commercial use of such joint IPR. The Intellectual Property Rights shall be determined in accordance with Indian Laws.

Without prejudice to above paras all the interim/ final deliverables shall be property of bank. Subject to requisite payments the service provider deemed to grand exclusive, perpetual rights to use of the deliverables in favor of bank.

14. Security Deposit / Performance Guarantee

Consultant, shall provide Security Deposit or unconditional and irrevocable Performance Bank Guarantee in lieu of Security Deposit for Rs 3,00,000/- (Rupees Three lakhs only) in favour of BOB towards due performance of the contract in accordance of this Agreement. The Performance Bank Guarantee shall be from any Nationalised Bank or Scheduled Commercial Bank, which shall be Valid for a period of three (3) years with additional Claim period of Six Months after expiry of validity period.

In the event of non-performance of any obligation or failure to meet terms of this Agreement or subsequent assignment the Bank shall be entitled to invoke the performance Bank Guarantee or realize and appropriate the Security Deposit without any notice as the case may be. Any advance payment or penalties imposed due to non-achieving of milestone/s set under the agreement/ work order, and any liability arise towards indemnity or any other reason attributable to the consultant will be adjusted by appropriating the Security Deposit or invoking the Performance guarantee

15. TERMINATION

In the following events Bank shall terminate this assignment or cancel any particular order if service provider:

- Breaches any of its obligations set forth in this agreement and Such breach is not cured within 7 Working Days after Bank gives written notice; or
- Failure by Consultant to provide Bank, within 7 Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or
- The progress regarding execution of the contract/ services rendered by the Consultant is not as per the prescribed time line, and found to be unsatisfactory.
- Supply of substandard materials/ services
- Delay in delivery / installation / commissioning of services.
- Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.
- If deductions of penalty exceeds more than 10% of the total contract price.
- After the award of the Work Order, if the Consultant does not perform satisfactorily or delays execution of the Work Order, the Bank reserves the right to get the balance Work Order executed by another party of its choice by giving 7 days notice for the same.

Further Bank may terminate this agreement on happening of following events:

- A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the Consultant and such appointment continues for a period of twenty one (21) days;
- The Consultant is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.
- The Consultant becomes insolvent or goes into liquidation voluntarily or otherwise
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
- The Consultant becomes the subject of a court order for its winding up.

Notwithstanding above, in case of change of policy or any unavoidable circumstances or without any reason Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Consultant at least 30 days prior notice in writing.

Effect of termination

If bank terminates or cancels the assignment on the default mentioned in the termination clause, in such case BOB reserves the right to get the balance contract executed by another party of its choice. In this event, the Consultant shall be bound to make good the additional expenditure, charges, costs etc., which the Bank may have to incur to carry out bidding process for the selection of a new service provider and for execution of the balance of the contract.

Immediately upon the date of expiration or termination of the Agreement, Bank shall have no further obligation to pay any fees for any periods commencing on or after such date.

Without prejudice to the rights of the Parties, upon termination or expiry of this Agreement, Bank shall pay to Consultant, within thirty (30) days of such termination or expiry, All the undisputed fees outstanding till the date of termination;

Upon the termination or expiry of this Agreement:

- The rights granted to Consultant shall immediately terminate.
- The Consultant shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
- Upon Bank's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the Consultant, being used by Consultant to provide the Services and (ii) the assignable agreements, Consultant shall, use its reasonable commercial endeavors to transfer or assign such agreements and Consultant Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.
- Upon Bank's request in writing, Consultant shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Consultant to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.
- In the event that this Agreement is terminated for any reasons, either Party shall forthwith hand over to the other the possession of all documents, material and any other property belonging to the other that may be in the possession of the Party or any of its employees, agents or individuals.

16. 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.

17. LAW, JURISDICTION AND DISPUTE RESOLUTION

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

ARBITRATION

- a) The Bank and the Consultant shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers/ directors of the Bank and the Consultant, any disagreement or dispute arising between them under or in connection with the contract.
- b) If the Bank project manager/director and Consultant project manager/ director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Consultant and Bank respectively.
- c) If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Consultant and Bank, the Bank and the Consultant have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.
- d) All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the

work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings.

- e) The place of arbitration shall be Mumbai. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings
- f) The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets.

18. AUDIT

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

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

19. LIMITATION OF LIABILITY

Except the grounds mentioned under the para two of this clause, Service Provider's aggregate liability in connection with obligations undertaken as a part of the Agreement regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.

However, Consultant's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Service Provider, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

Bank 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 Consultant as part of procurement under the Agreement.

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

Subject to any law to the contrary, and to the maximum extent permitted by law neither parties shall be liable to other for any consequential/ incidental, or indirect damages arising out of this agreement.

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

20. PUBLICITY

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

21. INDEPENDENT ARRANGEMENT

This Agreement is on a principal-to-principal basis between the Parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the parties. The Service Provider 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 Bank or Affiliate thereof.

22. SUBCONTRACTING/ PARTNERING WITH OTHER AGENCIES

The Bank expects the Consultant to have in-house capabilities to deliver the scope as per the Terms of Reference. However, the Consultant is permitted to associate with individuals/organizations for delivery of select services and for providing specific propositions to the Bank as deemed necessary to address the scope of work as specified in the Terms of Reference.

Sub-Contracting shall be allowed only on obtaining prior approval in writing from the Bank and as is satisfactory to the Bank. In case the work done by the sub-contractor is not found to be satisfactory to the Bank, the Consultant shall terminate the sub-contract and opt for another sub-contractor, if any.

In case the Consultant or the associate firm is found to not possess the requisite capabilities, they will be summarily be disqualified from the process for this assignment.

23. ASSIGNMENT

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

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

24. Waiver

No waiver of any provision of this Agreement shall be effective unless signed by the Bank. The failure of the Bank to exercise any right herein or to require any performance of any term of this Agreement, shall not prevent a subsequent exercise or enforcement of the term or be deemed a waiver of any subsequent breach of the same or any other term of this Agreement.

25. NON – SOLICITATION

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

The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

26. VICARIOUS LIABILITY

The Consultant shall be the principal employer of the employees, agents, contractors, subcontractors, etc., if any, engaged by the Consultant for the work order 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 the Consultant for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the Consultant shall be paid by the Consultant alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Consultant's employees, agents, contractors, subcontractors etc. The Consultant 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 Consultant's employees, agents, contractors, subcontractors, etc.

27. FORCE MAJEURE

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

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

If a Force Majeure situation arises, the Consultant 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 Consultant shall continue to perform Consultant's obligations under this Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

SURVIVAL:

The expiry or the termination of this Agreement does not relieve either party of its obligations which by their nature ought or intend to survive the termination of this Agreement including without limitation to the clauses of confidentiality, indemnity, limitation of liability, and covenants of the parties.

28. OTHER TERMS :

- All payments, if any, shall be made by the Bank to the Consultant subject to deductions of TDS and such other taxes as may be applicable from time to time.
- The Consultant shall implement the work assigned to it by the Bank on receiving written approval of its estimate/ fee/ quote submitted to the Bank.
- The Bank, may, at any time, by a written order given to the Consultant, make changes within the general scope of the agreement related to terms & references, enlarging or bringing down the scope, analysis or specifications. If any such change causes an increase or decrease in the cost of, or the time required for the execution of the work, an equitable adjustment shall be made in the charges payable by the Bank to the Consultant or delivery schedule, or both, and the work order shall accordingly be amended, in consultation with the Empanelled Consultant.
- Empanelment of the Consultant by the Bank in its panel does not entitle the Consultant to demand work as of right. Neither does it bar the Bank from empanelling other Agencies in its panel and awarding the work to any of them.
- The empanelled Consultant shall abide by all relevant rules and regulations of the Government as issued from time to time and also to obtain all licenses, consents and permits, as may be required for the delivery / performance of the services from time to time.
- In the event of any actions being contemplated or instituted against the Bank/ Subsidiaries, for alleged infringement of any intellectual property right or other statutory rights due to the performance of the Consultant, the Bank reserves the right to cancel immediately its agreement or part thereof yet to be undertaken and the Consultant shall compensate / indemnify the Bank loss that might be incurred by the Bank as a result of such claim.

- Bank of Baroda through its authorized officers shall have the right to inspect the services regarding conduct of recruitment consultancy services for the Bank/ Subsidiaries. Should any inspection point to the need of improvement, the necessary alteration shall be incorporated free of cost by the Consultant.
- The empanelled Consultant shall not use the name of the Bank & Bank’s wholly owned subsidiaries or its logo to promote their business without prior permission from Bank of Baroda.

29. MISCELLANEOUS

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.

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.

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 Bank of Baroda:

The Chief General Manager
Bank of Baroda, Baroda Bhavan
Alkapuri, Baroda, Gujarat - 390007

ATTN: Deputy General Manager (HRM)

If to the

Address _____

ATTN: _____

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto. In case of any contradiction in the terms of RFP _____, offer document and Purchase Order etc, and this Agreement the terms hereof shall prevail.

Request for proposal for Empanelment of Human Resource Recruitment Consultants for hiring manpower/Capacity building in Senior Management positions in the Bank & Bank’s wholly owned subsidiaries

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.

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.

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.

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

This Agreement may be signed in duplicate, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year first above written.

Signed and Delivered by the within named

For Bank of Baroda

For

Name:

Name:

Designation:

Designation:

Witness 1 :

Witness 1 :

Witness 2 :

Witness 2 :