



Request for Proposal (RFP) for Appointment of a Consultancy Agency for Providing Advisory and Assistance Services to the Bank on Green Financing Framework as per the Applicable Regulatory Guidelines

Bank of Baroda
Baroda Sun Tower
Risk Management Department
2nd Floor, C-34, G-Block
Bandra Kurla Coplex
Bandra (East), Mumbai - 400 051

30th November 2023
RFP Reference:
BCC:RMD:115:2083 (1)

Confidentiality

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Disclaimer

This RFP is not an offer by BOB, but an invitation to receive response from eligible interested bidders for providing end-to-end consultancy services for Providing Advisory and Assistance Services to the Bank on Green Financing Framework as per the Applicable Regulatory Guidelines. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by BOB with the Bidders. This document should be read in its entirety.

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

S. No.	Particulars	Timeline
1	RFP Issuance Date	30 th November 2023
2	RFP Coordinator Name & Contact Details	Mr. Ravi N. Parmar, Senior Manager Risk Management Department, Bank of Baroda, 02 nd Floor, Baroda Sun Tower C-34, G-Block, Bandra Kurla Complex Bandra (East), Mumbai - 400 051 Phone Number: 022 – 6759 2699 Email: cpc.riskmgmt@bankofbaroda.com
3	Last date of submission of RFP Response (Closing date)	28 th December 2023, 3:00 PM Mode: Online URL: https://www.tenderwizard.com/BOB
4	Eligibility cum Technical Bid Opening Date	29 th December 2023, 11:00 AM Mode: Online on URL: https://www.tenderwizard.com/BOB 1. The meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams) 2. Bidders are requested to send bid submission confirmation with their email address for attending online bid opening meeting on cpc.riskmgmt@bankofbaroda.com email id after RFP submission time is over
5	Commercial Bid	The commercial bids of only those Bidders who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible Bidders
6	Bid Security / Earnest Money Deposit (EMD)	Rs. 1,00,000/- (Rupees One Lakh only)
7	Last Date of Written request for Clarifications Before the Pre-bid Meeting	By 12 th December 2023, 5:00 PM, by email to cpc.riskmgmt@bankofbaroda.com

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S. No.	Particulars	Timeline
8	Pre-bid meeting date & venue details	<ul style="list-style-type: none"> ○ Pre bid meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams) 14th December 2023, 3:00 PM ○ Bidder to submit a maximum of -2- participant's names, contact numbers, designations and e-mail IDs on cpc.riskmgmt@bankofbaroda.com by 11th December 2023, 03:00 PM 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 link provided in the e-mail by the Bank to join the On- Line Pre-bid meeting
9	Mode of bid submission & online portal's URL	Mode: Online URL: https://www.tenderwizard.com/BOB
10	Support details of Online Portal facilitator	ITI Limited, Tenderwizard Helpdesk Team Email: eprocurebob@etenderwizard.com Phone: 080-45811365 / 45982100 Mr. Senthil:+91-9731467274 For more details, check under Contact us at home page of e-procurement portal https://www.tenderwizard.com/BOB

[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. **'Bank'** or **'BOB'** means 'Bank of Baroda'
2. **'Recipient'**, **'Respondent'**, **'Bidder'**, **'Service Provider'**, **'SP'**, **'Vendor'**, means the respondent to the RFP document
3. **'RFP'** or **'Tender'** 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' Clauses for Tenders as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure.

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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

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official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

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1. Introduction

- 1.1 Bank of Baroda is one of the largest Public Sector Bank (PSU) in India with a branch network of over 8100+ branches/offices in India and 95+ branches/offices overseas including branches/offices of our subsidiaries, distributed in 15+ countries.
- 1.2 Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051 (hereinafter referred to as the “Bank”) 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 Providing Advisory and Assistance Services to the Bank for its Green Financing Framework as per the Applicable Regulatory Guidelines.

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 a Bidder for Appointment of a Consultancy Agency for Providing Advisory and Assistance Services to the Bank on Green Financing Framework as per the Applicable Regulatory Guidelines.
- 2.2 The Reserve Bank of India (RBI) has announced a “Framework for acceptance of Green Deposits” (herein after referred to as Framework) for Regulated Entities (REs) on April 11, 2023 with a view to fostering and developing green finance ecosystem in the country. The Framework is intended to encourage REs (here BOB) to offer green deposits to customers, protect interest of the depositors, aid customers to achieve their sustainability agenda, address green washing concerns and help augment the flow of credit to green activities/projects.
- 2.3 Bank being a leading financial institution of the country is committed to sustainable and responsible banking practices, is embarking on an ambitious journey to enhance its green financing portfolio and aligning its business and operations with the principles of Environmental, Social, and Governance (ESG). In line with its commitment to sustainable development and RBI’s Framework, the Bank has developed its Framework for Green Deposits and associated Flow of Credit for Green Activities (FY 24, FY 25, FY 26) [herein after referred to as Bank’s GD&FCGA Framework]. The given framework set out the criteria and processes that the Bank will use to identify, evaluate, and select eligible green projects for financing.
- 2.4 In our pursuit of aligning with global sustainability goals and fostering environmental stewardship, we recognize the need for an impartial and expert evaluation of our green financing initiatives. To this end, we are seeking the **Request for Proposal (RFP) for Appointment of a Consultancy Agency for Providing Advisory and Assistance Services to the Bank on Green Financing Framework as per the Applicable Regulatory Guidelines**

services of a reputed external consultancy agency to provide their Advisory and Assistance Services to the Bank for our GD&FCGA Framework as per the RBI's Guidelines dated April 11, 2023 and other applicable guidelines.

- 2.5 The given RFP outlines our objective to engage a reputable consultancy agency capable of Providing Advisory and Assistance Services to the Bank for the successful implementation of the Bank's GD&FCGA Framework and bring our performance improvements in line with the Bank's internal and the applicable regulatory requirements. We invite eligible consultancy firms with demonstrated expertise in sustainability, green finance, and financial sector analysis to submit their proposals for consideration. This initiative represents our unwavering commitment to foster transparency, credibility, and performance improvements in our green financing and ESG aligned efforts.
- 2.6 For the above 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 comply with the technical requirement as mentioned in Project Scope Annexure 10. Apart from the above the Bidder must also agree to all our terms & conditions mentioned under this RFP.

The detail scope of work is mentioned in the Annexure 10. However, Bank reserve the right to modify/ change the scope of work at any phase of this contract.

3. Contract Period

- 3.1 The initial appointment of consultancy agency for project is envisaged for a duration of 12 months starting from the beginning of the FY 2024, extendable by another 24 months for the FY 2025 and FY 2026 at the discretion of Bank from the date of appointment with the same T&C and rate. Starting from the date of engagement and its extension based on Bank's discretion, the successful agency will be required to facilitate alignment of the Bank's GD&FCGA Framework with any revisions brought out by the RBI and meet any other regulatory requirements.
- 3.2 Consultant's scope has been structured as a milestone-based delivery of payment as outlined below. Strategic consultancy agency will be engaged for milestone a to c as mandatory deliverables and subsequent extensions for more journey ahead based upon the discretion of the Bank.
- 3.3 The consultant will work with the Bank to achieve the following deliverables as per the timetable mentioned below. The timetable is indicative and the detailed delivery plan will be drawn up post engagement of the successful bidder.

Milestone	Deliverables related to Bank's GD&FCGA Framework	Timeline
a	Gap Assessment/ Diagnostics	T+30 days
b	Implementation Support and Action Plan	T+120 days

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Milestone	Deliverables related to Bank's GD&FCGA Framework	Timeline
c	Impacts Assessment	T+120 days

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

Note: We understand that there might be overlapping in terms of tasks which will be accounted during the kick-off meeting. Post the above-mentioned timeline of 120 days for core deliverables, remaining 245 days shall be utilized to refine the impact assessment and strengthen the related Implementation support and action plan amongst other related activities to be decided by the Bank.

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

4. Binding Condition

Bidders participating in the current RFP for consultancy services will not be eligible to participate in the RFP for Providing Second Party Opinion on the Bank's Green Financing Framework and Conducting Third-Party Verification/Assurance of the Allocation of Funds raised by the Bank through the Green Deposits as per the Applicable Regulatory Guidelines.

5. 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 10, may submit their bid through Bank's e-tendering service provider website <https://www.tenderwizard.com/BOB> on or before the time line stipulated in the [A] Important Dates.

Bids submitted by any other means other than bid submission in e-tendering website will not be accepted by the Bank. The detail guidelines for submission details and E-tendering mentioned in Annexure 01.

6. Application Money (Not Applicable for this RFP)

A non-refundable Application Money of as mentioned in “[A] Important Dates – Application Money” must be deposited through RTGS (Real Time Gross Settlement) /NEFT (National Electronic Funds Transfer). The details of the transaction viz. scanned copy of the receipt of making transaction are required to be uploaded on e-procurement website at the time of final online bid submission. 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 mention account.

- ✓ **Account Number- 29040400000417**
- ✓ **Account Name - Bank of Baroda**
- ✓ **Branch- BKC, Mumbai**
- ✓ **IFSC- BARB0BANEAS**

7. Bid Security (Earnest Money Deposit)

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 – 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 8 months and to be submitted through the electronic mode to the below mention account. The details of the account are as under.

- ✓ **Account Number- 29040400000417**
- ✓ **Account Name - Bank of Baroda**
- ✓ **Branch- BKC, Mumbai**
- ✓ **IFSC- BARB0BANEAS**

Non-submission of Earnest Money Deposit in the format prescribed in RFP will lead to outright rejection of the Offer. The interest free EMD of unsuccessful bidders will be returned to them on completion of the procurement process. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee / Security Deposit.

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; or

- c. Bidder fails to provide the performance guarantee within 30 days from the purchase order date, for any reason whatsoever.
- d. Bidder fails to comply with any other condition precedent to signing the contract specified in the RFP documents.

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 to 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, Small and Medium Enterprises (MSME) / Startups. The bidders who are MSME have to submit necessary document issued by National Small Industries Corporation (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. MSME/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

Government has issued Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 15.06.2017 and subsequent revisions vide Order No. 45021/2/2017-PP (BE-II) dated 16.09.2020 to encourage 'Make in India' and to promote manufacturing and production of goods, services and works in India with a view to enhancing income and employment.

Preference will be given with the criteria laid down by Bank and as per procedures laid down in Public Procurement (Preference to Make In India) order 2017, revision dated 16/09/2020 vide order P-45021/2/2017-PP (BE – II) dated 16.09.2020 issued by GOI.

The guidelines under PPP-MII order and subsequent revisions as mentioned above shall be applicable subject to bidder submitting with Class-I/Class-II local content certificate for the quoted product.

8. Performance Guarantee

8.1 The successful Bidder shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Annexure 16 to the extent of 3% of the Contract value for the entire period of the contract plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a Nationalized Bank or Scheduled Commercial Bank only, other than Bank of Baroda.

8.2 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 invoke the performance guarantee without notice or right of demur to the Bidder.

8.3 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 Performance Guarantee, if any, under this contract.

8.4 If the 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.

9. 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 need to be specified in the proposal/ response document with all the details of the work/services. Please note that no work/services shall be subcontracted without the prior permission from the Bank in writing.

10. Service Level Agreement and Non-Disclosure Agreement:

The successful bidder shall execute a) Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA) (As per Annexure 18), which contained all the services and terms and conditions of the services to be extended as detailed herein. The successful bidder shall execute the SLA and NDA and provide the same along with acceptance of Purchase Order.

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.

11. Compliance with Laws:

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 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 reasonable time to the Bidder.

The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above.

12. Termination:

- 12.1. Bank reserves the right to terminate this RFP at any stage without any notice or assigning any reason.
- 12.2. 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 this 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.
- 12.3. 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.

13. Grievance Redressal and Dispute Resolution:

- 13.1. 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 Risk Officer at cgm.riskmgmt.bcc@bankofbaroda.com. It may please be noted that the grievance can be filed by only that bidder who has participated in Procurement proceedings in accordance with the provisions of this RFP. All letters must be addressed to the following:

Chief Risk Officer
Bank of Baroda,
02nd Floor, Baroda Sun Tower
C-34, G-Block, Bandra Kurla Complex
Bandra (East), Mumbai - 400 051.

Dispute Resolution:

- 13.2. 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.
- 13.3. 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.
- 13.4. 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.

- 13.5. 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 which shall act as the chairman of the proceedings.
- 13.6. 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.
- 13.7. 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.

14. Governing Laws:

- 14.1. 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.

15. Prevention of Corrupt and Fraudulent Practices:

- 15.1. As per Central Vigilance Commission (CVC) directives, it is required that every participating bidders is required to sign an integrity pact as per the annexure 17 of this RFP.
- 15.2. 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.
- 15.3. 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.
- 15.4. 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.

16. Authorized Signatory:

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

17. The Bid submission by Related Parties:

17.1. 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

18. 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 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.

19. General Terms and Conditions

- 19.1. 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.
- 19.2. 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.
- 19.3. 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.
- 19.4. 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.
- 19.5. 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.
- 19.6. 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.
- 19.7. 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.
- 19.8. 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 acknowledge 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.

- 19.9. 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
- 19.10. Only one submission of response to RFP by each Respondent will be permitted.
- 19.11. The Bank expects the Bidder to adhere to the terms of this tender document and would not accept any deviations to the same.
- 19.12. 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.
- 19.13. 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.
- 19.14. The Bank will notify the Respondents in writing as soon as practicable after the RFP Evaluation Complete date, about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.
- 19.15. 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. E procurement portal will not allow to lodgment of RFP response after the deadline. 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.
- 19.16. 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"
- 19.17. Recipients are required to direct all communications for any clarification related to this RFP to RFP Coordinator.
- 19.18. All questions relating to the RFP, technical 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.

- 19.19. 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.
- 19.20. 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.
- 19.21. 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.
- 19.22. Bidder should submit their Eligibility Cum Technical and Commercial bids through online portal. The bidder must register for submission of their bid as specified in this document.
- 19.23. 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.
- 19.24. 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.
- 19.25. 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.
- 19.26. 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.
- 19.27. Based on the Bank's requirements as listed in this document, the bidder should identify the best-suited product / solution that would meet the Bank's requirements and quote for the same. In case the bidder quotes more than one model and they have not specified which particular model quoted by them needs to be considered, then the response would be considered as improper and the whole tender submitted by the Bidder is liable to be rejected. The

Bidder is expected to provide the best option and quote for the same.

- 19.28. 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.
- 19.29. 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.
- 19.30. The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Bidder and responded by the Bidders have been quoted for by the Bidder, and there will be no extra cost associated with the same in case the Bidder has not quoted for the same.
- 19.31. All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the Bidder to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
- 19.32. 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.
- 19.33. By submitting a proposal, the bidder agrees to contract with the Bank within the time period proscribed by the bank. Failure on the part of the successful bidder to execute an agreement with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.
- 19.34. 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.
- 19.35. 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.

19.36. 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.

19.37. 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;

19.38. 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.

19.39. 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.

19.40. 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.

19.41. The Bank reserves the right to extend the dates for submission of responses to this document.

19.42. 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.

- 19.43. 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.
- 19.44. No Commitment to Accept Lowest bid or Any Tender – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of procurements. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase
- 19.45. 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.
- 19.46. Price Discussion – It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted.
- 19.47. 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.
- 19.48. 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.
- 19.49. 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.

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 01 - Guidelines for Submission Details and E-tendering

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.	Eligibility criteria compliance with bidder comments	Annexure 02
2.	Declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a bidder.	Annexure 03
3.	Application Money	Bidder to Provide Transaction Details Annexure 04
4.	Bid Security (Earnest Money Deposit)	Bidder to Provide Transaction Details in Annexure 5 or Bank Guarantee as per Annexure 06. For Micro and Small Enterprises (MSE) / Startups "Bid Security Declaration - As Per Annexure 5A
5.	Letter of Undertaking from Bidder	Annexure 07
6.	Conformity Letter	Annexure 09
7.	Executive Technical Summary	Bidder to provide
8.	Technical Proposal: The proposal based on Technical Specification compliance should be submitted with pages properly numbered, each page signed and stamped	Bidder need to provide the Compliance of all technical requirement along with the scope mentioned in Annexure 10
9.	Proposed Team Profile	Annexure 13
10.	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)
11.	Masked price bid (Please note that the masked price bid should be exact reflection of the commercial bid except that the masked price bid should not contain any financial information).	Annexure 14

Section #	Section Heading	Proforma Given
12.	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	Bidder to provide
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)
14.	Integrity pact Dully Signed and Stamped by Authorized Signatory on proper stamp paper	Bidder to provide detailed Annexure 17
15.	Service Level And Non-Disclosure Agreement Format	Annexure 18
Commercial Bid should be strictly as per Commercial bid format (Annexure - 15). Any commercial bid submitted not in conformity with Annexure – 15 and provided along with the Eligibility cum Technical bid, then whole bid will be rejected outright.		

1. Guideline for E-TENDERING

1.1. General Instructions

To view the Tender Document along with this Notice and its supporting documents, kindly visit following e-Tendering website of Bank of Baroda:
www.tenderwizard.com/BOB

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

The bidders participating first time for e-tendering on Bank of Baroda e-tendering portal will have to complete the Online Registration Process on the e-tendering portal. A link for enrolment of new bidders has been provided on the above link. All bidders interested in participating in the online e-tendering process are required to procure Class III Digital Signatures e-Token having -02- certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The bid should be prepared & submitted online using the bidder's authorized Class III Digital Signature (Individual certificate is allowed for proprietorship firms) Digital e- Token.

If any assistance is required regarding e-tendering (registration / upload / download / Bid Preparation / Bid Submission) please contact Tender wizard Help Desk as per following:

Helpdesk Contact No.:

[email:eprocarebob@etenderwizard.com](mailto:eprocarebob@etenderwizard.com)

Primary Contact Number

□ Mr. Senthil : +91-9731467274

Alternate Contact Numbers

□ Mr. Sandeep Gautam : +91-8800496478

□ Mr. Kamal Mishra : +91-8800115821

Contact No. for other activities

• Registration Help Desk : 080-45811365 / 45982100

(Kindly put "REGISTRATION/PROFILE UPDATE" in the subject line of the email to eprocarebob@etenderwizard.com)

• e-procurement queries : 080-45811365 / 45982100

(Kindly put "E-PROCUREMENT QUERIES" in the subject line of the email to eprocarebob@etenderwizard.com)

Note: Please note support team will be contacting through email and whenever required through phone call as well. Depending on nature of assistance support team will contact on the priority basis. It will be very convenient for bidder to schedule their online demo in advance with support team to avoid last minute rush.

1.2. Downloading of Tender Document

The tender document is uploaded / released on Bank of Baroda e-tendering portal link as mentioned above. Tender document and supporting documents may be downloaded from same link. Subsequently, bid has to be prepared and submitted ONLINE ONLY as per the schedule given in Notice Details. The Tender document will be available online only. Tender document will not be sold / issued manually.

Only those tender offers shall be accepted for evaluation for which non-refundable Application Money and Earnest Money Deposit (EMD) is deposited as per the terms mentioned in this RFP.

1.3. Preparation & Submission of Bids

The bids (Pre-Qualification, Eligibility, Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted "ONLINE" or by any other mean shall be summarily rejected. No other form of submission shall be permitted.

1.4. Do's and Don'ts for Bidder

- Registration process for new Bidders should be completed within first week of release of tender.
- The e-procurement portal is open for upload of documents from the start of the bid submission date. Hence bidders are advised to start the process of upload of bid documents well in advance.
- Bidders have to prepare for submission of their bid documents online well in advance as the encrypt/upload process of soft copy of the bid documents large in number to e-procurement portal may take longer time depending upon bidder's

infrastructure and connectivity.

- To avoid last minute rush & technical difficulties faced by bidders in uploading/submission of bids, bidders are required to start the uploading of all the documents required -01- week in advance for timely online submission of bid.
- Bidders to initiate uploading of few primary documents during the start of the tender submission and any request for help/support required for uploading the documents / understanding the system should be taken up with e-procurement service provider well in advance.
- Bidders should not raise request for extension of time on the last day of submission due to non-submission of their bids on time as Bank will not be in a position to provide any support at the last minute as the portal is managed by e-procurement service provider.
- Bidder should not raise request for offline submission or late submission since ONLINE submission is accepted only.
- Partly or incomplete submission of bids by the bidders will not be processed and will be summarily rejected.

1.5. Guidelines to Bidders for Electronic Tendering System

1.5.1. Pre-requisites to participate in the Tenders

Registration of bidders on e-procurement portal of Bank of Baroda:

The bidders unregistered on e-procurement portal of Bank of Baroda and interested in participating in the e-tendering process shall be required to enroll/register on the e-procurement portal. To enroll, bidders have to generate User ID and password on www.tenderwizard.com/BOB. The bidders may obtain the necessary information on the process of registration/enrollment either from Helpdesk Support Team: +91-11-49424365 or may download Bidder Help Manuals available under “Help Manuals/ Latest Circulars/ Formats” on home page of e-procurement portal i.e. www.tenderwizard.com/BOB.

1.5.2. Preparation of Bid & Guidelines for Digital Certificate

The Bid Data that is prepared online is required to be signed & encrypted and the hash value of the Bid Data is required to be signed electronically using a Class III Digital Certificate. This is required to maintain the security of the Bid Data and also to establish the identity of the Bidder transacting on the System. This Digital Certificate should be having Two Pair (1. Sign Verification 2. Encryption/Decryption). Encryption Certificate is used to encrypt the data / information and Signing Certificate to sign the hash value during the Online Submission of Tender stage.

The Digital Certificates are issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate.

Bid data / information for a particular Tender must be submitted only using the Digital Certificate. In case, during the process of preparing and submitting a bid for a particular tender, the bidder loses his / her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem), he / she may not be able

to submit the Bid online. Hence, the bidders are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need.

In case of online tendering, if the Digital Certificate issued to an authorized user of a partnership firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that user to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner in the same form is required to authorize) to use the digital certificate as per *Indian Information Technology Act, 2000*.

Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authority User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Bank of Baroda as per *Indian Information Technology Act, 2000*. The Digital Signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or Sub Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.

The same procedure holds true for the Authorized Users in a Private / Public Limited Company.

The bidder should Ensure while procuring new digital certificate that they procure a pair of certificates (two certificates) one for the purpose of Digital Signature, Non-Repudiation and another for Key Encipherment.

1.5.3. Recommended Hardware and Internet Connectivity

To operate on the Electronic Tendering System, the bidders are recommended to use Computer System with at least 2 GB of RAM and broadband connectivity with minimum 1 Mbps bandwidth. However, Computer Systems with latest i3 / i5 Intel Processors and Broadband/4G connection is recommended for better performance.

- Operating System Requirement: Windows 7 & above
- Browser Requirement (anyone from following) Microsoft
Internet Explorer (IE) version 11 and above
Mozilla
Firefox - Latest version
Google Chrome - Latest version
- Browser settings
 1. Disable the 'Pop-up Blocker' in the browser under Tools. Make sure this is in 'Turn Off' mode.
 2. Add the e-procurement domain name in the 'Compatibility View' list of your browser. Turn off the 'Smart Screen Filter' in the browser.
- Supported File Types
 1. General Documents such as DOC, XLS, JPG, BMP, GIF, PNG, PDF, ZIP formats are allowed
 2. Files with .EXE, .PSD extensions are not allowed

3. File size not to exceed 5 MB per attachment
4. All uploaded files should be virus free and error free
- Minimum System Configuration
- CPU speed of 2.0 GHz
 1. USB Ports
 2. 2 GB of System Memory (RAM)
 3. Anti-virus software should be enabled and updated regularly
- Requirement of utility software
 1. Java Run Time Engine (JRE – 1.8.0) or higher.
 2. Microsoft Office 2003 with MS Word and MS Excel
 3. Adobe Acrobat Reader, PKI Installation Driver for Digital Signature

1.6. Steps to participate in the e-Tenders

1.6.1. Online viewing of Detailed Notice Inviting Tenders

The bidders can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by Bank of Baroda on the home page of bank's e-Tendering Portal on www.tenderwizard.com/BOB.

1.6.2. Download of Tender Documents

The Pre-qualification / Main Bidding Documents are available for free downloading. However, to participate in the online tender, the bidder must pay application money via Demand Draft/NEFT/RTGS mode & submit the details in the e-procurement portal.

1.6.3. Online Submission of Tender

Submission of bids will be preceded by Online Submission of Tender with digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of BOB. The templates may be either form based, extensible tables and / or upload-able documents. In the form-based type of templates and extensible table type of templates, the bidders are required to enter the data and encrypt the data/documents using the Digital Certificate / Encryption Tool wherever applicable.

1.6.4. Close for Bidding: After the expiry of the cut-off time of Online Submission of Tender stage to be completed by the Bidders has lapsed, the Tender will be closed by the Tender Authority.

1.6.5. Online Final Confirmation: After submitting all the documents bidders need to click on "Final Submission" tab. System will give pop up "You have successfully completed your submission" that assures submission completion.

1.6.6. Short listing of Bidders for Commercial Bidding Process: The Tendering Authority will first open the Technical Bid documents of all Bidders and after scrutinizing these documents will shortlist the Bidders who are eligible for Commercial Bidding Process. The short-listed Bidders will be intimated by email.

1.6.7. Opening of the Commercial Bids: The Bidders may remain present in the

office of the Tender Opening Authority at the time of opening of Commercial Bids. However, the results of the Commercial Bids i.e. TCO of all bidders shall be made available on the bank's e-procurement portal after the completion of opening process.

- 1.6.8. Tender Schedule (Key Dates) : The bidders are strictly advised to follow the Dates and Times as indicated in the Time Schedule in the detailed tender Notice for the Tender. All the online activities are time tracked and the electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and time of the stage as defined in the Tender Schedule.

At the sole discretion of the tender Authority, the time schedule of the Tender stages may be extended.

- 1.7. **Important Points:** The Bid hash values are digitally signed using valid Class – III Digital Certificate issued by any Certifying Authority. The bidders are required to obtain Digital Certificate well in advance.

- a. The bidder may modify bids before the deadline for Online Submission of Tender as per Time Schedule mentioned in the Tender documents.
- b. This stage will be applicable during both Pre-bid / Pre-qualification and Financial Bidding Processes.

Steps by step detailed Bidder Manual are available on homepage under Support section related to activities like Java Settings, Registration, Login Process, Tender Participation, Bid Download, upload & Submission, Corrigendum/Addendum, Clarifications, Re-submissions etc. on e-procurement portal i.e. www.tenderwizard.com/BOB

Note: Bank and ITI Limited shall not be liable & responsible in any manner whatsoever for any failure to access & bid on the e-tender platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the event. Bidders are advised to ensure system availability and prepare their bid well before time to avoid last minute rush. Bidders can fix a call with support team members in case guidance is required by calling on helpdesk number.

Annexure 02 –Evaluation Terms

1. Evaluation process

A two-stage process is adopted for selection of the Bidder:

- Stage 1 – Eligibility Cum Technical Bid
- Stage 2 - Evaluation methodology for eligible bidders
 - Technical Bid Evaluation
 - Commercial Bid Evaluation
 - Weighted evaluation

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.

2. Eligibility Bid

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

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

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

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

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

ELIGIBILITY CRITERIA COMPLIANCE

The consultancy agency who would be submitting their bids for RFP related to providing their Advisory and Assistance Services to the Bank for its Green Financing Framework (GFF) shall not be eligible to submit their bids for another RFP of the Bank related to providing services for Second Party Opinion on the Bank's GFF and related Third-Party Verification/Assurance of the Allocation of Funds raised by the Bank through the Green Deposits.

Sl. No	Criteria details	Supporting documentation
1	The Bidder should be a company registered under Companies Act, 1956 / partnership Bidder registered under LLP Act, 2008 and should be in existence for at least five years as on March 31, 2023. The Bidder should also be in the line of similar project consultancy at least for a period of 5 years as on March 31, 2023. The Bidder should be registered for GST. It should not be individual/ proprietorship firm etc.	Copy of the certificate of Incorporation issued by the registrar of companies / A Self-Declaration to be furnished by the Bidder on the Company's letter head for the same. Copies of Completion Certificate/POs may be provided for preceding years.
2	Bidder should have provided Advisory and Assistance Services to the Bank on Green/Sustainability Financing Framework in at least 2 large Banks in India. Preference would be given to the assignments carried out for Public Sector Banks/Regulators.	Copies of Completion Certificate/POs may be provided. A Self-Declaration also to be furnished by the Bidder on the Company's letter head for the same. The declaration should contain name and contact details of senior client references.
3.	Bidder should have provided Advisory and Assistance Services to the Bank on Green/Sustainability Financing Framework in at least 2 large Banks at International level. Preference would be given to the assignments carried out for Public Sector Banks/Regulators.	Copies of Completion Certificate/POs may be provided. A Self-Declaration also to be furnished by the Bidder on the Company's letter head for the same. The declaration should contain name and contact details of senior client references.
4	The Bidder should be a profit-making company/ firm for the last three consecutive financial years (2022-23, 2021-22, 2020-21).	Audited financial statements or a self-declaration by the authorized signatory of the Bidder where audited financial statements may not be available.
5	The Bidder should have an average annual turnover of at least INR 25 Crores for last three financial years as per the audited financial statements.	Audited financial statements or a self-declaration by the authorized signatory of the Bidder where audited financial statements may not be available.

6	The Bidder should not have been blacklisted/debarred by the Central Government/ State Governments/Semi-Government departments/Regulatory Authorities/ Financial Institutions/ Banks/ Public Sector Undertakings in India	A Self-Declaration to be furnished by the Bidder on the Company's letter head for the same.
7	The Bidder should have neither failed to perform on any agreement during the last three years, as, evidenced by imposition of a penalty by an arbitral or judicial pronouncement or awarded against the Bidder or its Affiliates /Group Companies/member firms, nor from any project or agreement nor had any agreement terminated for breach by such Bidder or of its Affiliates/Group Companies/ member firms.	A Self-Declaration to be furnished by the Bidder on the Company's letter head for the same.
8	The Bidder's Firm should not be owned or controlled by any Director or Employee (or Relatives) of the Bank.	A Self-Declaration by the Bidder's Firm on Company's letter head.
9	The bidder should be primarily in the field of providing Sustainability, Green Finance and Climate Risk services to the Banks/FIs.	A Self-Declaration by the Bidder's Firm on Company's letter head.
10	The bidder should have an office in India with technically qualified staff to render the said services and should be able to support implementation of assignment for providing Advisory and Assistance Services to the Bank on Green Financing Framework as per the Applicable Regulatory Guidelines in Mumbai and other offices mentioned in the Scope of Work.	A Self-Declaration by the Bidder's Firm on Company's letter head.

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

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name:

Address:

Email and Phone #

Date:

Evaluation Methodology for Eligible Bidder

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

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

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

A. Technical Bid Evaluation

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

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

Sr No.	Criteria	Marking Criteria	Marks
Experience with International/National Banks over last 2 years			
1.	Consultancy services to reputed International Banks/ Financial Institutions (FIs) in the area of providing Advisory on Green/Social/Sustainable Financing Framework and/or doing Green/Social/Sustainable Bond/Loan or assurance of proceeds of any financial product using	5 marks for each such Bank/FI/Company up to maximum of 05 entities	25

Sr No.	Criteria	Marking Criteria	Marks
	globally acceptable standards.		
2.	Consultancy services to reputed National Banks/FIs in the area of providing Advisory on Green/Social/Sustainable Financing Framework and/or doing Green/Social/Sustainable Bond/Loan or assurance of proceeds of any financial product using globally acceptable standards.	3 marks for each such Bank/FI/Company up to maximum of 05 entities	15
Subtotal			40
Proposed Approach and Methodology			
3.	Tools and techniques, standard operating procedures and best practices adopted for implementation of the assignment	Decided by the Bank's team on the basis of presentation and other relevant details provided by bidder	5
4.	Understanding of the scope of the assignment demonstrated in the response to the RFP and propose a detailed approach and methodology for the same	5 marks for each criteria	5
5.	Critical Analysis on provided Terms of Reference (ToR) referred in section no. 03 above with value addition by the Consultancy Agency.		5
Subtotal			15
Proposed Team Profile and deployment (based on the CV of the Team Leaders, Subject Matter Experts for different areas, resource personnel etc.) Assessment of academic and professional qualification as per RFP including (but not limited to) professional experience in similar or comparable projects and / or in the geographic region with National/International entities in the financial sector			

Sr No.	Criteria	Marking Criteria	Marks
6.	Experience and profile of the key personnel assigned which includes Team Leader, Subject Matter Experts, Team members, etc.	Preference shall be given to the proposed team members for actual deployment in Bank which are having experience in the area of Green Finance and Climate Risk.	20
7.	Team deployment plan by module/ sub-module Capability		5
8.	Environment, Social and Climate Related Certifications of the involved team members (e.g. GARP SCR, CFA-ESG, FSA Level 1, FSA Level 2 amongst others).	<p>Team Leader / Project Manager with 15+ years of experience in the field of Sustainability/Climate Change/Environment with PhD in the relevant domain to be employed in the assignment - 10 marks</p> <p>or</p> <p>Team Leader / Project Manager between 10-15 years of experience in the field of Sustainability/Climate Change/Environment and Post Graduation in the relevant domain to be employed in the assignment - 05 marks</p> <p>Key subject experts with 10+ years of experience in the field of Sustainability/Climate Change/Environment to be employed for</p>	5

Sr No.	Criteria	Marking Criteria	Marks
		key areas in the assignment- 10 marks ▪ Green Finance & Climate Risk Expert- 05 marks ▪ Environmental and Social Management Expert- 05 marks	
Subtotal			30
Firm/Company Turnover			
9.	The applicant firm/company should have steady average turnover during the last Three financial years and should not have negative net worth, in any, of the last three years. i. Copy of Audited financial accounts for the last three years (FY 2020-21, 2021-22 and 2022-23). ii. A certificate from an independent Chartered accountant certifying the turnover and net worth of relevant years.	If fully complied with then full 05 marks otherwise 0 marks	05
Subtotal			05
Plan for transfer of capabilities and knowledge and change management			
10.	Measurement, methodologies, approach and knowledge	4 marks	4
11.	Plan for building capabilities of the Bank's professionals on Green and Climate related parameters	3 marks	3

Sr No.	Criteria	Marking Criteria	Marks
12.	Training and hand-holding on the key Sustainable Finance related parameters (Frameworks, Standards, Guidelines, and Knowledge on Green Products and Services and Global Best Practices) for the Bank Professionals	3 marks	3
Subtotal			10
Total			100

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

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

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

Techno-commercial evaluation criteria

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

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

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

Where:

S = Score of the Firm

T = Technical score of the Firm

T High = Highest Technical score among the Firms

C = Quote as provided by the Firm

C Low = Lowest Quote of C among the Firms

The Firm securing the highest score becomes the successful Firm

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

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

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

Commercial Score = Cost quoted by L1 bidder/Cost quoted by bidder * 30

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

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

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

Annexure – 03 Declaration/ undertaking from bidder

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

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

To

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

Sir,

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

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

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

Please strike off whichever is not applicable

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

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.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

List of documents enclosed:

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



Annexure 04 – Bid Fees (Application Money) Letter (Not Applicable for this RFP)

To,

Chief Risk Officer
Bank of Baroda,
02nd Floor, Baroda Sun Tower
C-34, G-Block, Bandra Kurla Complex
Bandra (East), Mumbai - 400 051.

Sir,

Sub: Request for Proposal (RFP) for Appointment of a Consultancy Agency for Providing Advisory and Assistance Services to the Bank on Green Financing Framework as per the Applicable Regulatory Guidelines

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. 29040400000417

Beneficiary Bank IFSC Code: BARB0BANEAS

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.....by20

Yours faithfully,



Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #



Annexure 05 – Bid Security Letter

To,

Chief Risk Officer
Bank of Baroda,
02nd Floor, Baroda Sun Tower
C-34, G-Block, Bandra Kurla Complex
Bandra (East), Mumbai - 400 051.

Sir,

Sub: Request for Proposal (RFP) for Appointment of a Consultancy Agency for Providing Advisory and Assistance Services to the Bank on Green Financing Framework as per the Applicable Regulatory Guidelines

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. 29040400000417

Beneficiary Bank IFSC Code: BARB0BANEAS

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:

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.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Annexure 5A - Bid Security Declaration Form

(For Micro and Small Enterprises (MSE) / Startups)

To,

Chief Risk Officer
Bank of Baroda,
02nd Floor, Baroda Sun Tower
C-34, G-Block, Bandra Kurla Complex
Bandra (East), Mumbai - 400 051.

Sir,

Sub: Request for Proposal (RFP) for Appointment of a Consultancy Agency for Providing Advisory and Assistance Services to the Bank on Green Financing Framework as per the Applicable Regulatory Guidelines

1. I/We, the undersigned, declare that M/s.....is a Micro and Small Enterprise and the copy of registration certificate issued by NSIC/DIPP for Micro and Small Enterprises (MSE) / Startups which are valid on last date of submission of the tender documents are enclosed.
2. I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration as per Rule 170 of General Financial Rules (GFRs) 2017 by Micro and Small Enterprises (MSEs).

OR

- 2A. As per the tender / RFP no:floated for at para no: a Bid Declaration Form in lieu of Bid Security is required to be submitted by me/ as per Rule 170 of General Financial Rules (GFRs) 2017 by Micro and Small Enterprises (MSEs).
3. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of 6 months from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We
 - a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
 - b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.
4. I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.
5. I/We declare that I am the authorised person ofto make the declaration for and on behalf of Letter of Authority for executing declaration is enclosed.

6. Signed: (insert signature of person whose name and capacity are shown)
7. In the capacity of : (insert legal capacity of person signing the Bid Securing Declaration)
8. Name: (insert complete name of person signing the Bid Securing Declaration)
9. Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder) Dated on _____ day of _____ (insert date of signing)
Corporate Seal (where appropriate)
10. (Note: in case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the Bid)



Annexure 06- 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.....(Rupeesonly) 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 vendor 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.....(Rupees..... 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 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.....(Rupees.....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.....(Rupees.....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 – Undertaking from the Bidder

To

Chief Risk Officer
Bank of Baroda,
02nd Floor, Baroda Sun Tower
C-34, G-Block, Bandra Kurla Complex
Bandra (East), Mumbai - 400 051.

Sir,

1. Sub: Request for Proposal (RFP) for Appointment of a Consultancy Agency for Providing Advisory and Assistance Services to the Bank on Green Financing Framework as per the Applicable Regulatory Guidelines

2. 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 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.
3. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.
4. 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.
5. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. a) We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
(b) Commission or gratuities, if any paid or to be paid by us to agents relating to this Bid and to Contract execution, if we are awarded the Contract are listed below.
 - i. Name and Address of the Agent -(please specify NA if not applicable)
 - ii. Amount and Currency in which Commission paid / payable -(please specify NA if not applicable)
 - iii. Purpose of payment of Commission (If commission is not paid / not payable indicate the same here) -(please specify NA if not applicable)
7. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
8. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.



Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Annexure 08–Pre-Bid Queries Form

(Please note that all pre-bid queried need to be send by email in excel format only)

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

Name of the Respondent:

Contact Person from Respondent in case of need.

Name :

Tel No:

e-Mail ID:

Sr. No.	Page #	Point / Section #	Category (Scope/ Commercial/ Legal/ General)	Heading	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation
1						
2						
3						
4						
5						
6						

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Date:



Annexure 09–Conformity Letter

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

To
Chief Risk Officer
Bank of Baroda,
02nd Floor, Baroda Sun Tower
C-34, G-Block, Bandra Kurla Complex
Bandra (East), Mumbai - 400 051.

Sir,

Sub: Request for Proposal (RFP) for Appointment of a Consultancy Agency for Providing Advisory and Assistance Services to the Bank on Green Financing Framework as per the Applicable Regulatory Guidelines

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 10 – Project Detailed Scope of Work

1. Project Scope

The given assignment will be implemented at the Climate Risk and Sustainability Cell (CR&SC), RMD encompassing Corporate Office and Baroda Sun Tower (Mumbai), Head Office (Baroda), and Bank’s Business units.

Milestone	Task(s)	Outline of Task(s) and Deliverable(s)
a	Gap assessment/ Diagnostics	<ul style="list-style-type: none"> Conduct a gap assessment of the Bank’s GD&FCGA Framework based on the RBI’s Framework for acceptance of Green Deposits dated April 11, 2023, and study gaps if any. Provide recommendations to enhance the existing Green/Social/Sustainable Financing Framework to meet the global standards and requirements like Loan Market Association (LMA) provisions for Sustainability-linked Loans, International Capital Market Association (ICMA) principles. Provide recommendations on policy, controls and systems available for validation of the framework. <p>Deliverable:</p> <p>Gap assessment report</p>
b	Implementation Support and Action Plan	<ul style="list-style-type: none"> Designing of green financing products for the Bank in line with the RBI’s Framework and Govt. of India guidelines. Develop a roadmap for establishing the system for the management of proceeds raised by the Bank through the Green Deposit. Propose and support the Bank in setting up a suitable tailor-made organizational structure for the effective implementation of its GD&FCGA Framework. Establish the internal controls for project evaluation and selection, management of proceeds, monitoring and reporting of the utilization of funds. Develop a system for validating the sustainability information provided by the borrower to the Bank and data templates for reporting and disclosures to measure the impact of the funds based on the environmental and social impact indicators. Development of appropriate SOPs (Standard Operating Procedures) and data templates to establish controls for validating the Green

		<p>Financing Framework such as risk screening checklists, sample terms of references, project monitoring checklists amongst others.</p> <ul style="list-style-type: none"> • Development of data templates for reporting the process of evaluation, selection of projects, monitoring and reporting of the utilization of funds and impact created. • Capacity Development: <ul style="list-style-type: none"> ▪ Conduct a training needs assessment for the relevant professionals of the Bank. Every year 04 training sessions/workshops shall be required to be carried out (03 for the Bank officers and 01 for the senior management). The topic and content for the training sessions/workshops shall be decided by the agency by having prior consultations with the RMD of the Bank. ▪ Establish a capacity building and training plan. ▪ Develop an e-module on the use of data templates and procedures to be followed for implementing the Bank's GD&FCGA Framework as a part of the Loan disbursement process. <p>Deliverable(s):</p> <ol style="list-style-type: none"> a. Standard Operating Procedures with a defined governance structure and roles and responsibilities for Implementing Bank's GD&FCGA Framework. b. High-level due diligence checklist for Green Projects. c. Appropriate Data templates for recording the data from borrowers or reporting and disclosures to measure the impact of the funds based on the environmental and social impact indicators. d. E-Modules and Capacity Building Workshops (CBWs)
c	Impacts Assessment	<ul style="list-style-type: none"> • Identify the Key Performance Indicator (KPIs) for the list of projects for which the Impact needs to be communicated. • Categorization of the impact indicators based on environmental and social impact created. • Measure and define both qualitative and quantitative Impacts. • Provide a comprehensive Impact assessment report on the Annual Basis based on the

		<p>identified results and provide these findings to the senior management.</p> <p>Deliverable:</p> <p>Impact Assessment Report on the Annual Basis</p>
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For all the above Scope of Work, the successful consultancy agency shall provide necessary end to end support to the Bank for fulfilling any other regulatory/internal requirements to enable the Bank to independently conduct the aforesaid components after the engagement concludes.

2. Payment Terms

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

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

Broad terms of release of payment:

Sr No.	Deliverables/Milestones	% of Contract Value
a.	Gap Assessment/ Diagnostics Report (FY 24)	10 %
	Gap Assessment/ Diagnostics Report (FY 25)	10 %
	Gap Assessment/ Diagnostics Report (FY 26)	10 %
b.	Implementation support and action plan (SOPs, Data Templates, E-Modules, Capacity Building workshops)	25 %
c.	Impact Assessment (FY 24)	15 %
	Impact Assessment (FY 25)	15 %
	Impact Assessment (FY 26)	15 %

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

Bidder will have to pay penalty to Bank of Baroda @ Rs.50,000 (Rupees Fifty thousand only) exclusive of all taxes, duties, levies etc., per week or part thereof, for late submission beyond due date, to a maximum of Rs.5,00,000 (Rupees Five Lakhs Only). If delay exceeds two weeks from due date of delivery, Bank of Baroda reserves the right to cancel the entire work order and recover the damages from Bidder. If penalty exceeds the maximum of Rs.5 Lakhs (Rupees Five Lakhs), Bank may de-list the Bidder from participating any of our Banks bid in future for a period of -2- years.

A. Other conditions:

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

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

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

Annexure 11– Binding Criteria for Technical Presentation

The following criteria must be adhered to by all bidders, in connection with the technical presentations during the bid selection process:

- At least one senior representative from bidder's organization should be present in the technical presentations.
- Complete soft copies of the presentation materials should be shared with the Bank before the presentation.
- The Bank will expect and demand that the key personnel showcased by the vendor in the technical presentation should be the same ones that actively drive the project execution.
- Bidders must strictly adhere to the time slots provided to them for the technical presentation, allowing ample time and scope for question-answers.
- Focus of the presentation should be on the specifics of the approach / methodology being proposed for the Bank.
- Both technical and administrative aspects of the project should be given suitable coverage.
- All aspects of requirements in the RFP should be covered in the presentation.
- All RFP requirements that are not covered by the proposed plan, or not adhered to, should be clearly brought out in the technical presentation, along with reasons / justification on why they will not be covered.
- Any assumption, if taken in the response to RFP document should be clearly brought out in the technical presentation, along with the justification.
- Bank's evaluation and scoring on all aspects including technical presentation are final and non-negotiable.
- Focus should be on bringing out clearly what is specific / different / novel about your approach, not on beefing up the presentation with commonly known and/or spurious information.

Annexure 12 – Proposed Team Structure

The Selected Bidder will work with the Risk Management Department and other business units team of the Bank for execution of this assignment and will ensure knowledge sharing and transfer all through the assignment. The team of Bidder shall work under the overall guidance and supervision of the Top Executives. As and when need arises, subject matter experts needed to support various aspects of the assignment and should be available to supplement the efforts of the on-site Team. If part- time involvement is expected to be required from specialized resources, the vendor should specify the same clearly in the bid document, providing such details as role description, why is part-time involvement adequate, how much percentage of time the resource will be utilized, for what duration, etc. All part-time resources are required to submit detailed time sheets on a monthly basis, to demonstrate adherence to committed team assignment.

The Banks expect prospective partner to deploy adequate on-site team to support the stage wise implementation activities. The team will be responsible for delivering on the above scope. The bidder should have ability to provide full-time on-site resources in Mumbai as desired by the Bank. The team should have at least -2- subject matter specialists with 10+ years of experience who must have worked on similar line of projects at the International and National level.

Vendor will arrive at the overall costs based on all the full time and part time resources allocated, but no separate time & material payments will be made by the Bank for either full-time or part-time resources. There will be penalties if the manpower is not provided as per Bid document.

Vendor allocated team is expected to include, but not limited to, the following roles. Each role may have multiple resources. This information should be provided as a table, with columns such as - role, number of resources, from month, to month, full time / part time, % involvement if part time.

- Team Leader
- Subject Matter Experts

Preference shall be given to the proposed team members for actual deployment in Bank which are having experience in the area of Green Finance and Climate Risk.

Job Role	Responsibilities	Profile Baseline
<p>Team Leader / Program Manager</p>	<p>Overall responsible for Delivery as per the scope mentioned in RFP. Work with the Bank to make necessary resources available; Resolve issues that arise during the program phases; Evangelize usage of best practices and process synergies amongst teams; Review and monitor process compliance; Participate in weekly, monthly and quarterly status meetings; First escalation point for any issues or concerns raised by the Bank.</p>	<p>Team Leader / Project Manager with 15+ years of experience in the field of Sustainability/Climate Change/Environment with PhD in the relevant domain</p> <p>or</p> <p>Team Leader / Project Manager between 10-15 years of experience in the field of Sustainability/Climate Change/Environment and Post-Graduation in the relevant domain</p>
<p>Subject Matter Expert- Green Finance & Climate Risk</p>	<p>Conducting a comprehensive assessment of the Bank's green financing framework and reviewing of the Bank's Sustainability/ESG policies and procedures and evaluating of the Bank's current portfolio of green investments. Identifying opportunities for the Bank to expand its green financing activities; and developing recommendations for improving the Bank's green financing framework.</p>	<p>Key subject experts with 10+ years of experience in the field of Sustainability/Climate Change/Environment with at least Masters in the relevant domain</p>

<p>Subject Matter Expert- Environmental and Social Management</p>	<p>Evaluation of the Bank's existing policies, procedures, and practices related to environmental and social risk management in the context of its green financing initiatives. The expert will assess the alignment of the Bank's investments with internationally recognized environmental and social standards, ensuring compliance and identifying potential areas for improvement.</p>	<p>Key subject experts with 10+ years of experience in the field of Environmental and Social Safeguards with at least Masters in the relevant domain</p>
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Annexure 13 – Proposed Team Profile

Sr. No.	Name of the Person	Proposed Role in Program	Total Experience (in years)	Total Experience in Domain	Total Experience in BFSI	Role in 3 Major Projects along with the brief scope of the project and the role played.	Detailed CV attached (Yes / No)

Annexure 14–Masked Commercial Bid

S. No	Particular	Amt. (in Rs)	GST Amt. (in Rs)	Total Amt. (in Rs)
1	Gap Assessment/ Diagnostics of the Bank's GD&FCGA Framework in relation to the applicable regulatory guidelines	0.00	0.00	0000
2	Implementation Support and Action Plan	0.00	0.00	0000
3	Impacts Assessment	0.00	0.00	0000
Total Cost (1+2+3)				

We abide by following terms and conditions

- For each of the above items provided the vendor is required to provide the cost for every line item where the vendor has considered the cost in BOM.
- The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge. Vendor should make no changes to the quantity.
- If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- All Deliverables to be supplied as per RFP requirements provided in the tender
- The Service Charges need to include all services and other requirement as mentioned in the RFP.
- The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations however for the purpose of calculation Bank will take the corrected figures / cost.
- All prices to be in Indian Rupee (INR) only.
- Prices quoted by the Vendor should be inclusive of all taxes, duties, levies etc.

except GST which will be paid extra at actuals. The Vendor is expected to provide the GST amount and GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

- i. * Program Management Bank is optional item which Bank can opt as per the Bank's discretion. However, cost of program management will be considered for the calculation of Total Cost of Ownership of the Program.
- j. ** Details to be provided for any commercial provided against "Any Other Cost". Bank have discretion to mark these line items under any other cost if Bank feels these items are not mandatory for the project. Cost of any other cost will be consider for TCO calculation purpose however Bank will place order for these items at Bank's discretion as per requirement.
- k. All Quoted Commercial Values should comprise of values only upto 2 decimal places. Bank for evaluation purpose will consider values only upto 2 decimal places for all calculations & ignore all figures beyond 2 decimal places.

Commercial Bid Submission on e-procurement portal:

1. Bidder needs to download the commercial bid excel file from e-procurement portal, fill their commercial quotes in available cells only, save the file and upload the same file to the e-procurement portal.
2. Bidder needs to take a print of the same commercial excel file, completely filled in all respect which was uploaded to the system and physically sign and stamp this commercial sheet. This sheet needs to be scanned in at least 200 dpi resolution & converted to PDF format. The same pdf file must be uploaded to the e-procurement portal.
3. Bidder has to ensure that the quotes mentioned in PDF and excel are same. In case of any discrepancy between the pdf and excel files, the commercials mentioned in PDF will be taken as final for evaluation purposes.

Further, we confirm that we will abide by all the terms and conditions mentioned above & in the tender document.

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Annexure 15–Commercial Bid

S. No	Particular	Amt. (in Rs)	GST Amt. (in Rs)	Total Amt. (in Rs)
1	Gap Assessment/ Diagnostics of the Bank's GD&FCGA Framework in relation to the applicable regulatory guidelines	0.00	0.00	0000
2	Implementation Support and Action Plan	0.00	0.00	0000
3	Impacts Assessment	0.00	0.00	0000
Total Cost (1+2+3)				

We abide by following terms and conditions

- For each of the above items provided the vendor is required to provide the cost for every line item where the vendor has considered the cost in BOM.
- The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge. Vendor should make no changes to the quantity.
- If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- All Deliverables to be supplied as per RFP requirements provided in the tender
- The Service Charges need to include all services and other requirement as mentioned in the RFP.
- The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations however for the purpose of calculation Bank will take the corrected figures / cost.
- All prices to be in Indian Rupee (INR) only.
- Prices quoted by the Vendor should be inclusive of all taxes, duties, levies etc. except GST which will be paid extra at actuals. The Vendor is expected to provide the GST amount and GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

- i. * Program Management Bank is optional item which Bank can opt as per the Bank's discretion. However, cost of program management will be considered for the calculation of Total Cost of Ownership of the Program.
- j. ** Details to be provided for any commercial provided against "Any Other Cost". Bank have discretion to mark these line items under any other cost if Bank feels these items are not mandatory for the project. Cost of any other cost will be consider for TCO calculation purpose however Bank will place order for these items at Bank's discretion as per requirement.
- k. All Quoted Commercial Values should comprise of values only up to 2 decimal places. Bank for evaluation purpose will consider values only up to 2 decimal places for all calculations & ignore all figures beyond 2 decimal places.

Commercial Bid Submission on e-procurement portal:

1. Bidder needs to download the commercial bid excel file from e-procurement portal, fill their commercial quotes in available cells only, save the file and upload the same file to the e-procurement portal.
2. Bidder needs to take a print of the same commercial excel file, completely filled in all respect which was uploaded to the system and physically sign and stamp this commercial sheet. This sheet needs to be scanned in at least 200 dpi resolution & converted to PDF format. The same pdf file must be uploaded to the e-procurement portal.
3. Bidder has to ensure that the quotes mentioned in PDF and excel are same. In case of any discrepancy between the pdf and excel files, the commercials mentioned in PDF will be taken as final for evaluation purposes.

Further, we confirm that we will abide by all the terms and conditions mentioned above & in the tender document.

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Annexure 16-Performance Guarantee

BANK GUARANTEE

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To
Chief Risk Officer
Bank of Baroda,
02nd Floor, Baroda Sun Tower
C-34, G-Block, Bandra Kurla Complex
Bandra (East), Mumbai - 400 051.

WHEREAS M/S (Name of Bidder) a Company registered under the Indian Companies Act, 1956 and having its Registered Office at , (Please provide complete address) (hereinafter referred to as "Bidder") was awarded a contract by Bank of Baroda (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 it's Office at and a branch interalia at..... India have agreed to issue the BANK GUARANTEE.

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

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

only) against any loss or damage caused to or suffered by 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 17 – Integrity Pact

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

General

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

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

Preamble

BOB is a one of the nationalized PSU Banks having its presence through its number of branches and _____ administrative offices 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..... The BOB values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Bidder(s).

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

Section 1 - Commitments of BOB

1. The BOB commits it self to take all measures necessary to prevent corruption and to observe the following principles: -
 - a. No employee of the BOB, personally or through family members, will in connection with the tender for, or the execution of a contract, demand; take a promise for or accept, for self or third person, any monetary or non-monetary benefit which the person is not legally entitled to.
 - b. The BOB will, during the tender process treat all Bidder(s) with equity and reason. The BOB will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential /additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The BOB will make endeavor to exclude from the selection process all known prejudiced persons.

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

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

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

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

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason (pagenos.8-17).

Section 4 - Compensation for Damages

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

Section 5 - Previous transgression

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

Section 6 - Equal treatment of all Bidders I Bidders I Sub Bidders

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

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

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

Section 8 - Independent External Monitor

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

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

Section 9 Facilitation of Investigation

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

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

This Pact begins when both parties have legally signed it. It expires for the selected Bidder till the contract period, and for all other Bidders 6 months after the bidders and exclusion from future business dealings.



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

Section 11 - Other provisions

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

(For&OnbehalfoftheBOB)

(For&OnbehalfofBidder/ Bidder)

(Office Seal)

(Office Seal)

Place-----•

Date-----

Witness1:

(Name&Address) _____

Witness2:

(Name&Address) _____

Annexure 18 - Service Level and Non-disclosure Agreement Format

This Agreement is made in Mumbai this..... Day of 2023 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 “BOB” (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..... , 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,

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

WHEREAS

BOB is one of the largest Public Sector Banks in India and has international operations in 23 other countries. BOB has implemented a robust technology infrastructure in India and abroad. (please mention more details, if required)

BOB intent to appoint a competent Consultant to assist the Bank in developing the overall strategy for the Bank (in the short, medium and long term) and implementation support. The work in this programme will focus across Bank of Baroda and its subsidiaries, and would address potential new opportunities such as Digitization, Analytics, as well as conduct assessment of its core business opportunities and working towards a holistic operating model review. The objective of the exercise is to work with the Bank’s internal team to significantly enhance the performance trajectory of the Bank along with its wholly owned subsidiaries and businesses.

For this purpose, BOB had issued the RFP No. _____ Dated _____ and had invited the tenders from the eligible participant

In response to RFP issued by BOB, the Consultant also submitted its offer and has represented that it is engaged in the business of _____ and services related to it. It further represented to BOB that it has the requisite skill, knowledge, experiences, experts, staff and capability to provide required service to BOB. Relying on representations of the Consultant and other applicable criteria, the Consultant was declared as a successful bidder in the RFP evaluation process. Accordingly BOB has issued a _____ dated _____ to the Consultant.

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. DEFINITIONS

- I. Third Party means party responsible for end use of funds as defined in the RBI's Framework for acceptance of Green Deposits
- II. Second Party Opinion means opinion from the external reviewer on the Banks Green Financing Framework as defined in the RBI's Framework for acceptance of Green Deposits

2. TERM AND RENEWAL

This Agreement shall come into force on (Date) and shall be in force and effect for a period of ____months, unless BOB terminates the Agreement as per the terms of this Agreement.

Without prejudice to the right of termination, BOB may renew or extend the term of this Agreement, for the period of ____ Months, on the same or with certain modifications in the terms and conditions of this Agreement, as per its sole discretion.

3: SCOPE OF SERVICE / DELIVERABLES AND SERVICE LEVELS

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

4. TIMELINE AND REPORTING MECHANISM

5. DELIVERABLES

6 . TRAINING

The Consultant shall provide training to officials of BOB. The training should cover hands-on training up to a comfort level of user. Training will have to be provided at BOB's premises or external sites acceptable to BOB, at BOB's cost.

7. SINGLE POINT OF CONTACT & DIRECT SUPPORT

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

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

8 . PAYMENT TERMS

8.1 The payments shall be released by BOB's _____ Office.

8.2 The Bank will release the payments only on receipt of all the relevant documents, within a period of 30 days from its receipt. . Any dispute regarding the relevant documents will be communicated within 30 days from the date of its receipt. . In case of dispute , Bank will make payment within 30 days from the date the dispute stands resolved

9. OUT OF POCKET EXPENSES

Above mentioned fees includes Taxes, as applicable, and no separate expenses payable for miscellaneous expenses like travel, boarding, lodging, out-of-pocket expenses, communication expenses, etc. However, expenses directly related to Bank of Baroda – e.g. branding, IT development, market research shall be borne by the Bank.

10. SECURITY DEPOSIT

(Please incorporate details as per applicability)

11. SET-OFF

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

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

12. COVENANTS OF THE CONSULTANT

12.1 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.

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

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

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

12.3 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 BOB be liable for any payment or claim or compensation (including but not limited to compensation on account of injury /death / termination) of any nature to the employees and personnel of the Consultant.

12.4 THE CONSULTANT

- 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.
- 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.
- shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel.
- shall not exercise any lien on any of the assets, documents, instruments or material belonging to BOB and in the custody of the Consultant for any amount due or claimed to be due by the Consultant from BOB.
- shall regularly provide updates to BOB with respect to the provision of the services and shall meet with the personnel designated by BOB to discuss and review its performance at such intervals as may be agreed between the Parties.
- shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but not limited to Minimum Wages Act, Provident Fund laws, Workmen's

Compensation Act) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations.

- shall not violate any proprietary and intellectual property rights of BOB or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights in course of providing services hereunder.
- shall ensure that the quality and standards of materials and services to be delivered or rendered hereunder, will be of the kind, quality and timeliness as designated by the BOB and communicated to the Consultant from time to time.
- shall not work in a manner which, in the reasonable opinion of BOB, may be detrimental to the interests of BOB and which may adversely affect the role, duties, functions and obligations of the Consultant as contemplated by this Agreement.
- 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
- 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.

13. CONFIDENTIALITY

13.1 All BOB's product and process details, documents, data, applications, software, systems, papers, statements and business/customer information which may be communicated to or come to the knowledge of the Consultant or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the Consultant irrevocably agrees and undertakes and ensures that the 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 the prior written permission of BOB nor shall use or allow to be used any information other than as may be necessary for the due performance by the Consultant of its obligations hereunder.

13.2 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 the Consultant obligation under this Agreement.

13.3 The Consultant shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information.

13.4 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 the 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.

13.5 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.

13.6 The Consultant hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of this Agreement or disclose the information submitted by BOB under this Agreement to any third party unless such disclosure is required by law or for the purpose of performing its any obligations under this Agreement.

13.7 It shall be the incumbent duty of the Consultant to undertake not to disclose any business related information of BOB to any third person and the Consultant shall keep all knowledge of the business activities and affairs of BOB strictly confidential and also to ensure that neither the Consultant nor any of its officers, employees directly or indirectly assist any third person with the promotion of activities which may be prejudicial to the interest or in competition to the activities of BOB.

13.8 However the confidential information will not be limited to the information mentioned above but not include the following as confidential information:

- i) Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
- ii) Prior to the disclosure by BOB was known to or in the possession of the Consultant at the time of disclosure ;
- iii) Was disclosed or parted with the prior consent of BOB;
- iv) Was acquired by the 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.

13.9 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.

13.10 Notwithstanding above bob shall take all the reasonable care to protect all the confidential information of consultant delivered to BOB while performing of the services.

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

14. INDEMNITY

14.1 The Consultant shall, at its own expense, indemnify, defend and hold harmless BOB and its officers, directors, employees, representatives, agents respective directors, and assigns from and against any and all losses and liability (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including attorneys fees and expenses) that may be occurring due to, arising from or relating to:

- ▶ Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Consultant under this assignment ; and/or
- ▶ Negligence or willful misconduct of the Consultant and/or its employees, agents, sub-contractors in performance of the obligations under this assignment; 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
- ▶ , or breach of any terms, representation or false representation or inaccurate statement or assurance or covenant or warranty of the Consultant under this assignment; and/or
- ▶ breach of confidentiality obligations of the Consultant; and/or
- ▶ any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights;

bank shall notifies the Consultant in writing as soon as practicable when the Bank becomes aware of the claim, and Co-operates with the Consultant in the defense and settlement of the claims.

the Consultant shall have sole control of the defense and all related settlement/ negotiations, and Bank will provide the Vendor with the assistance, information and authority reasonably necessary to perform the above.

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 shall without additional cost to the Bank, shall offer either:

- 1) replace or modify the deliverables which are 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 deliverables, as required by the Bank as per the terms and conditions of this assignment or subsequent Agreement and to meet the service levels; or

If the Consultant fail to provide the remedy prescribed in para 1 or 2 within specified period by the bank, in such case the Consultant shall refund to the Bank the amount paid for the infringing deliverable's and bear the incremental costs of procuring a functionally equivalent deliverables from a third party selected by bank,

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

- ▶ Software, hardware, interfacing, or supplies for the solution not approved by Vendor;

or

- ▶ any change, not made by or on behalf of the Vendor, to some or all of the deliverables supplied by the Vendor or modification thereof, provided the infringement is solely on account of that change ;

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

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

15. PROPERTY RIGHTS

1. 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.
2. 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.
3. 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.

16. CONTRACT PERFORMANCE GUARANTEE

Consultant, shall provide unconditional and irrevocable Performance Bank Guarantee for Rs -----/- (Rupees ____ Only) in favour of BOB from any Public Sector Bank other than Bank of Baroda as acceptable to BOB towards due performance of the contract in accordance of this Agreement. The Performance Guarantee shall be valid for a period of ___ months with additional claim period of three months after expiry of validity period.

17. PENALTIES AND LIQUIDATED DAMAGES

Bidder will have to pay penalty to Bank of Baroda @ Rs.50,000 (Rupees Fifty thousand only) exclusive of all taxes, duties, levies etc., per week or part thereof, for late submission beyond due date, to a maximum of Rs.5,00,000 (Rupees Five Lakhs Only). If delay exceeds two weeks from due date of delivery, Bank of Baroda reserves the right to cancel the entire work order and recover the damages from Bidder. If penalty exceeds

the maximum of Rs.5 Lakhs (Rupees Five Lakhs), Bank may de-list the Bidder from participating any of our Banks bid in future for a period of -2- years.

17.1 Consultant shall be liable to pay penalty of _____% to the contract value per week or part thereof for not adhering to the time schedules.

17.2 If the Consultant fails to complete the due performance as per this Agreement, BOB reserves the right to terminate the contract and recover Liquidated Damages ___% of contract value.

17.3 Both the above Penalty and Liquidated Damages are independent of each other and leviable applicable separately and concurrently.

17.4 The Penalty and Liquidated Damages are not applicable in case the delay is for reasons attributable to the BOB and Force Majeure. However it is the responsibility of the Consultant to prove that the delay is attributed to BOB and Force Majeure. The decision taken by BOB in this regard shall be final and Consultant shall not dispute the same.

17.5 If the Consultant fails to perform its obligation as per this Agreement then BOB reserves the right to get the balance work executed by another Consultant as per choice of BOB and Consultant shall be liable to bear the expenditure which BOB may incur for the execution of balance work and its completion.

18. TERMINATION

18.1 The BOB shall have the option to terminate this agreement and/ or any particular order, in whole or in part by giving Consultant at least 30 days prior notice in writing. In the event of any termination hereof, Bank of Baroda's sole responsibility with respect to the Consultant's professional fees, related expenses and chargeable service tax shall be restricted to only those professional fees, related expenses and chargeable service tax as incurred upto the effective date of termination as mentioned in the notice of termination.

In following events Bank shall terminate this assignment or cancel any particular services if consultant:

breaches any of its obligations set forth in this assignment or any subsequent agreement and Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or

- ▶ Failure by consultant to provide Bank, within thirty (30) 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.
-
- The Consultant commits a breach of any of the terms and conditions of this contract.

- Consultant 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 contract.
- If deductions of penalty exceeds more than ____ % of the total contract price.

18.2 During the agreement, if the Consultant does not perform satisfactorily or delays execution of the contract, BOB reserves the right to cancel the contract and to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the Consultant is bound to make good the additional expenditure, which the BOB may have to incur to carry out bidding process for the selection of a new Vendor and for execution of the balance of the contract. This clause is applicable, if for any reason, the contract is terminated on the defaults mentioned above.

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

18.4 It is hereby agreed and understood by the Parties that the provisions of this Clause shall not limit or restrict nor shall they preclude any Party from pursuing such further and other legal actions, against the other Party for any breach or noncompliance of the terms of this Agreement.

18.5 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.

18.6 Upon the termination or expiry of this Agreement the rights granted to the Consultant shall immediately be terminated.

19. 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.

20. LAW, JURISDICTION AND DISPUTE RESOLUTION

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

21 ARBITRATION

- a) BOB and the Consultant shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after 30 days from the commencement of

such informal negotiations, Bank and the Consultant have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration.

- b) The dispute, controversy or claims arising out of or in connection with the Agreement shall be referred to sole arbitrator to be appointed by mutual consent OR the number of arbitrators shall be three, with each Party 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.
- c) The place of arbitration shall be at Mumbai
- d) The arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be the Indian law.
- e) The award of the arbitrator shall be final and conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgment thereon in any one or more of the highest courts having jurisdiction. The Parties further agree that such enforcement shall be subject to the provisions of the Indian Arbitration and Conciliation Act, 1996 and neither Party shall seek to resist the enforcement of any award in India on the basis that award is not subject to such provisions.
- f) The rights and obligations of the Parties under or pursuant to this Clause, including the arbitration agreement in this Clause, shall be under the exclusive jurisdiction of the courts located at Mumbai.

22. AUDIT

22.1 BOB reserves the right to conduct an audit/ ongoing audit of the services provided by the Consultant.

22.2 The Consultant should allow the Reserve Bank of India (RBI) or persons authorized by it to access BOB documents, records or transaction or any other information given to, stored or processed by the Consultant within a reasonable time failing which the Consultant will be liable to pay any charges/ penalty levied by RBI.

23. LIMITATION OF LIABILITY

23.1 Notwithstanding, the contents of para 2 of this clause, the Consultant's aggregate liability in connection with obligations undertaken as a part of this Project whether arising under this project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be actual.

23.2 The Consultant's liability in case of claims against BOB resulting from its willful misconduct or gross negligence, loss suffered by BOB due to damage to real or tangible or intangible property by Consultant, its employees and/ or subcontractors or loss

suffered by BOB due to infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

23.3 BOB shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party modules or proprietary information supplied by the Consultant as part of this Agreement.

23.4 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.

23.5 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.

23.6 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.

23.7. All employees engaged by the party shall be in sole employment of the party and the party 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 party .

24. PUBLICITY

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

25. 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 Consultant acknowledges that its rendering of services is solely within its own control, subject to the terms and conditions agreed upon and agrees not to hold it out to be an employee, agent or servant of BOB or Affiliate thereof.

26. SUBCONTRACTING

The Consultant shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required by it under the contract

without the prior written consent of the BOB.

27. NON – SOLICITATION

The Consultant, during the term of the contract shall not without the express written consent of BOB, 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 BOB in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of BOB at any time to terminate his/ her relationship with the BOB.

28. VICARIOUS LIABILITY

The Consultant shall be the principal employer of the employees, agents, contractors, subcontractors, etc., if any, engaged by the Consultant 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 BOB 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 BOB 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 BOB, 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 BOB through the action of Consultant 's employees, agents, contractors, subcontractors, etc.

29. FORCE MAJEURE

29.1 The Parties shall not be liable for any failure to perform any of its obligations under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues (provided that this shall not prevent the accrual of interest on a principal amount which would have been payable but for this provision). Each party shall within a week inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution.

29.2 "Force Majeure Event" means any event due to any cause beyond the reasonable control of the Party, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

30. NOTICES AND COMMUNICATIONS

30.1 All notices, requests, demands, and other communications to be given under this

agreement and the proposals (other than routine operational communications) will be in writing and will be delivered either by hand, by overnight mail, by fax, or by e-mail to the address or numbers provided hereunder or such address and numbers as one Party may inform the other in writing.

For consultant	Bank of Baroda

30.2 Notices sent by e-mail shall also be sent by hand, overnight mail, or by fax if not acknowledged by the receiving party within two business days. All notices shall be effective on the date received.

31. MISCELLANEOUS

31.1 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.

31.2 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.

31.3 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.

31.4 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.

31.5 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.

31.6 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.

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

31.8 Neither Party may assign, in whole or in part, the benefits or obligations of this

Agreement to any other person without the prior written consent of the other Party, such consent not to be unreasonably withheld. Provided , BOB may assign any of its rights and obligations hereunder to any of its affiliates without the prior consent of Consultant.

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

BOB, by the hand of Sri -----, For Bank of Baroda

its authorized official in the presence of:

1.

2.

Signed and Delivered by the within named

_____ by the hand of Sri-----, For _____ Systems Limited.

its authorized official in the presence of:

1.

2

Annexure 19 - Bank Guarantee for early release of retention money

BANK GUARANTEE

(FORMAT OF BANK GUARANTEE)

To

Chief Risk Officer
Bank of Baroda,
02nd Floor, Baroda Sun Tower
C-34, G-Block, Bandra Kurla Complex
Bandra (East), Mumbai - 400 051.

Dear Sir,

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

<details of equipment that supplied to be filled in table>

and it has been agreed that a payment of Rs./- (Rupees only) will be made to the Bidder representing balance 10% of the consideration amount against the security of a Bank Guarantee from a Scheduled Commercial Bank.

2. Now this deed of guarantee witnesseth that in consideration of BOB agreeing to release a sum of Rs./- (Rupees only) representing balance 10% of the consideration amount payable to the Bidder in terms of, the said agreement, we (Bank) having our head office at and amongst other places, a branch at (hereinafter referred to as the guarantor) do hereby expressly, irrevocably and unreservedly agree and undertake that:

a) In the event of Bidder committing breach of any of the undertakings or committing default in fulfilling any obligation arising out of said agreement, we (bank) shall on demand, pay BOB without any demur Rs./- (Rupees only) and notwithstanding any right the Bidder may have against BOB or any disputes raised by the Bidder or any suit or proceedings pending in any competent Court of Law in India or otherwise or before any arbitrator, and BOB's written demand shall be conclusive evidence to us that such amount is payable by us under the said contract and shall be binding in all respects on the Guarantor.

3. The Guarantor shall not be discharged or released from the aforesaid undertaking and guarantee by any agreement, variations made between BOB and the Bidder, indulgence shown to the Bidder by BOB, with or without the consent and knowledge of the Guarantor or by any alterations in the obligations of the Bidder by any forbearance whether as to payment, time performance or otherwise.

4. (a) This guarantee shall remain valid until (date which is 3 months after expiry of warranty period), or until discharged by BOB in writing.

(b) This guarantee shall be a continuing guarantee and shall not be revocable except with the previous written consent of BOB and save as aforesaid it will be in force until the Bidder complies with its obligations hereunder.

(c) This Guarantee shall not be affected by any change in the constitution of the Bidder by absorption with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.

5. In order to give effect to this guarantee, BOB will be entitled to act as if the guarantor were the principal debtor and the guarantor hereby waives all and any of its rights of suretyship.

6. This guarantee shall continue to be in force notwithstanding the discharge of the Bidder by operation of law and shall cease only on payment of the full amount by the guarantor to BOB of the amount hereby secured.

7. This Guarantee shall be in addition to and not in substitution for any other guarantee or security for the Bidder given or to be given to BOB in respect of the said contract.

8. Any notice by way of request and demand or otherwise hereunder may be sent by post or any other mode of communication to the guarantor's address as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course by post and in proving such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of BOB that the envelope was so posted shall be conclusive.

9. These presents shall be governed by and construed in accordance with Indian Law. Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall not exceed Rs./- (Rupees only)

b) This Bank Guarantee shall be valid up to (date which is 3 months after expiry of warranty period) 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 _____ (three months after the date of expiry of the warranty).

d) The guarantor has under its constitution powers to give this guarantee and Shri. (signatories) Officials/Managers of the Bank who has/have signed this guarantee has/have powers to do so.

Dated this day of 2023 at

For and on behalf of (Bank).

Authorised Signatory in favour of the Bank
Designation