



**Request for Proposal (RFP) for engagement of Strategic Consultant
for Design and Project Management for implementation of digital
lending initiatives under Retail, Agri and MSME segments**

Digital Lending Department
Bank of Baroda
Baroda Sun Tower
7th Floor, C-34, G-Block
Bandra Kurla Complex
Bandra (East), Mumbai - 400 051

RFP no. BCC/DIGITAL/DLD/116/112

22nd April, 2024

[A] Important Dates:

#	Particulars	Timeline
1	RFP Issuance Date	22 nd April 2024
2	RFP Coordinator Name, Contact details (Bank)	Mr. Gajanan Raut, Chief Manager Digital Lending Department, Bank of Baroda, 7th Floor, Baroda Sun Tower, C-34, G-Block, BKC, Bandra (East), Mumbai-400 051 Phone Number: 022 – 66981526 Email: gajanan.raut@bankofbaroda.com
3	Pre-bid Meeting details	<ul style="list-style-type: none"> ○ Pre bid meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams) on 29th April 2024 at 3.00 PM ○ Bidder to submit a maximum of -2- participant's names, contact numbers, designations and e-mail IDs on gajanan.raut@bankofbaroda.com along with pre-bid clarification by 26th April, 2024 ○ Meeting invite Link will be sent by the Bank to bidder's provided email IDs to join the Online Meeting as per the schedule mentioned above. ○ Bidder representatives will have to click the Bank provided link (provided in the e-mail) to join the On-Line Pre-bid meeting
4	Last Date of Submission of RFP Response (Closing Date)	13 th May, 2024 at 3:00 PM Mode: Online on GeM Portal
5	Eligibility Cum Technical Bid Opening Date	13 th May, 2024 at 3:30 PM Mode: Online on GeM Portal
6	Date, time and venue of presentation by the eligible bidders	The date and venue will be communicated separately to bidders who qualify on the eligibility
7	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.
8	Application Money	Rs. 50,000/- (Rupees Fifty Thousand only)
9	Bid Security (Earnest Money Deposit)	Rs.50,00,000/- (Rupees Fifty Lakhs only)
10	Mode of bid submission & online portal's URL	Mode: Online on GeM Portal
11	Support details of Online Portal facilitator	https://gem.gov.in/training/facilitators

[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank, BOB means 'Bank of Baroda'
2. Recipient, Respondent, Bidder, service provider, means the respondent to the RFP document
3. RFP means the Request For Proposal document
4. Proposal, Bid means "Response to the RFP Document"
5. Support means Support & Services to be provided as part of the Scope of Work
6. SLA means Service level Agreement
7. Total Cost of Ownership (TCO)

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 (ii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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

Confidentiality:

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

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1. Introduction

- 1.1. Bank of Baroda is one of the largest Public Sector Bank (PSU) in India with a branch network of over 8200+ branches in India and 90+ branches/offices overseas including branches of our subsidiaries, distributed in 17 countries.
- 1.2. Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its 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 engagement of Strategic Consultant for Design and Project Management for implementation of digital lending initiatives under Retail, Agri and MSME segment.

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 engagement of Strategic Consultant for Design and Project Management for implementation of digital lending initiatives under MSME, Retail and Agri segments.
- 2.2. Bank invites proposal from Bidders who are interested in participating in this RFP who fulfill the eligibility criteria mentioned under Annexure- 2 and also in a position to fulfill the requirement as mentioned in Project Scope Annexure 13. Apart from the above the Bidder must also agree to all our terms & conditions mentioned under this RFP.
- 2.3. The detailed scope of work is mentioned in Annexure 13. However, Bank reserves the right to modify/ change the scope of work at any phase of this contract.

3. Contract Period

The appointment of the Consultant is envisaged for a duration of 12 months from the date of appointment. Any extension of time to complete the delivery of the scope will be without any additional cost to the Bank. The engagement can be extended on mutually agreed terms to work on any other deliverables/fresh action points in sprints of 6 months depending upon Bank’s requirement and satisfactory performance. However, any such extension shall be on the sole discretion of the Bank and will be on the same commercials on pro-rata basis as decided for the initial project assignment.

The consultant will work with the Bank to achieve the deliverables as per the scope detailed in Annexure 13. The detailed delivery plan as envisaged in RFP will be finalized post engagement with the successful bidder including changes to priority of order or replacement with any alternate requirements. The contract will be deemed completed only on obtaining the sign-off from the respective vertical owning the scope item that all the services contracted by the Bank are provided and implemented along with the associated documentation provided to Bank’s designated officials as per the requirements of the contract executed between the Bank and the Bidder.

4. Pre-Qualification for Submission of Bid

Bidders satisfying the eligibility conditions (mentioned in Annexure 02) and General terms and conditions specified in this document and ready to provide the said “Services” in conformity with Scope of Work stipulated in Annexure 13, may submit their bid through Government’s GeMs portal <https://gem.gov.in/> on or before the timeline stipulated in the [A] Important Dates.

Bids submitted by any other means other than bid submission on GeM portal will not be accepted by the Bank. The detail guidelines for submission details and Etendering are mentioned on the GeM Portal.

5. Application Money

A non-refundable Application Money of as mentioned in “[A] Important Dates – Application Money ” must be deposited through RTGS / NEFT. 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. 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**

6. Bid Security (Earnest Money Deposit)

6.1. Bidders are required to give an earnest money deposit of an amount as mentioned in “[A] Important Dates” at the time of submission of 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 07 – 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 EMD of unsuccessful bidders will be returned to them on completion of the selection 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
- Fail To provide the performance guarantee within 30 days from the purchase order date, for any reason whatsoever.
 - 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 and Small Enterprises (MSE) / Startups. The bidders who are MSE have to submit necessary document issued by NSIC and the bidders who are startups have to be recognized by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD and tender cost exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC/DIPP which are valid on last date of submission of the tender documents along with "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents. MSME/Startup firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for EMD exemption.

7. Performance Guarantee

- 7.1.1. 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 scheduled commercial bank in India only, other than Bank of Baroda.
- 7.1.2. In the event of non-performance of obligation or failure to meet terms of this RFP or subsequent agreement the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder.
- 7.1.3. The Bank reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.
- 7.1.4. 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.

8. Sub - Contracting:

The selected Consultant/ 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 in the prescribed in the scope of work requires subcontracting, it need to be specified in the proposal/ response document with all the details of the work/ services. Please note that no work/services shall be subcontracted without the prior permission from the Bank in writing.

9. Service Level Agreement and Non-Disclosure Agreement:

- 9.1. The successful bidder shall execute a) Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA) (As per Annexure 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.
- 9.2. All the expenses related to execution of the document such as the applicable stamp duty and registration charges if any shall be borne by the successful bidder.

10. Compliance with Laws:

- 10.1. Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project. Also the bidder shall comply with the provisions of 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.
- 10.2. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above.

11. Termination:

- 11.1. Bank reserves the right to terminate this RFP at any stage without any notice or assigning any reason.
- 11.2. At any time during the course of the RFP process or before the award of contract or after execution of the contract that one or more terms and conditions laid down in this Request For Proposal has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information. Bank may terminate his contract and may invoke performance bank guarantee or forfeit the security deposit as the case may be. Further bank may impose such restriction/s on the defaulting bidder as it deemed fit.
- 11.3. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same, In such an event, the bidder is bound to make good the additional expenditure which the Bank may have to incur for the execution of the balance of the contract

12. Grievance Redressal and Dispute Resolution:

- 12.1. Any bidder who claims to have a grievance against a decision or action with regards to the provisions of this RFP may file a request to the Chief General Manager – Digital Channel & Operations and Digital Lending at cgm.digitalops@bankofbaroda.com. It may please be noted that the grievance can be filed by only that bidder who has participated in selection process in accordance with the provisions of this RFP. All letters must be addressed to the following:

**Chief General Manager –
Digital Banking Channels, Operations and Digital Lending
Bank of Baroda, 7th floor, Baroda Sun Tower
C-34, G-Block, BKC, Mumbai-400 051**

Dispute Resolution:

- 12.2. The Bank and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers of the Bank and the Bidder, any disagreement or dispute arising between them under or in connection with this RFP.
- 12.3. If the Bank project manager and Bidder project manager/ director are unable to resolve the dispute within thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and Bank respectively.
- 12.4. If within thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Bank, the Bank and the Bidder are unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.
- 12.5. All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the chairman of the proceedings.
- 12.6. The seat and place of arbitration shall be Mumbai. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings.
- 12.7. The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party.

13. Governing Laws:

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

14. Prevention of Corrupt and Fraudulent Practices:

- 14.1. As per Central Vigilance Commission (CVC) directives, it is required that every participating bidders required to signed an integrity pact as per the Annexure 17 of this RFP.
- 14.2. Every Bidders / Suppliers / Contractors are expected to observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of the policy:
- “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution AND
 - “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- 14.3. The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 14.4. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

15. Authorized Signatory:

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

16. The bid submission by related parties:

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

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

17. Right to Reject Bids:

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

- It is not in conformity with the instructions mentioned in the RFP document.
- It is not accompanied by the requisite Application Money and Earnest Money Deposit (EMD).
- It is not properly or duly signed.

- It is not received through GeM portal
- It is received after expiry of the due date and time.
- It is incomplete including non- furnishing the required documents.
- It is evasive or contains incorrect information.
- There is canvassing of any kind.
- Submitted by related parties
- It is submitted on any other portal other than the GeM portal mentioned in the RFP.

Further Bank reserves the rights to:

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

18. General Terms and conditions

- 18.1. The RFP document is not recommendation; offer to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document.
- 18.2. Information Provided: The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.
- 18.3. The Selected Bidder will work with the Digital Lending Department for execution of this assignment and will ensure knowledge sharing and transfer throughout 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.
- 18.4. The Banks expect prospective partner to deploy 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 or as desired by the Bank. There will be penalties if the manpower is not provided as per Bid document. No sub-contracting of any of the work involved in this

project is permissible unless expressly allowed by the Bank. A confirmation to this effect will be required.

- 18.5. The bid should also contain resource planning proposed to be deployed for the project which includes inter-alia, the number of personnel, skill profile of each personnel, duration of employment etc.
- 18.6. During the assignment, the substitution of key staff identified for the assignment shall not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the Bidder can do so only with the concurrence of the Bank by providing alternate staff of same level of qualifications and expertise. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments made by the Bank to the Bidder during the course of this assignment besides claiming an amount, equal to the contract value as liquidated damages. The Bank reserves the right to insist the Bidder to replace any team member with another (with the qualifications and expertise as required by the Bank) during the course of assignment. The Bidder will have to undertake that no such substitution would delay the project timelines. In case, if any resource requires temporary absence with prior permission of Bank, a suitable resource replacement to be deployed, alternatively Bank's at its own discretion may deduct resource charges for the absent period.
- 18.7. For Respondent Only: The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent") and no other person or organization.
- 18.8. Costs Borne by Respondents: All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.
- 18.9. No Legal Relationship: No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.
- 18.10. Recipient Obligation to Inform Itself: The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
- 18.11. Evaluation of Offers: Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of Bidder, not limited to those selection criteria set out in this RFP document.
- 18.12. 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.
- 18.13. Acceptance of Terms: the bidders will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document.
- 18.14. Only one submission of response to RFP by each Respondent will be permitted.

- 18.15. The Bank expects the Bidder to adhere to the terms of this tender document and would not accept any deviations to the same.
- 18.16. The Bank expects that the Bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.
- 18.17. Unless agreed to specifically by the Bank in writing for any changes to the issued tender document, the Bidder responses would not be incorporated automatically in the tender document.
- 18.18. 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.
- 18.19. 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.
- 18.20. The Bank has established RFP coordinators to provide a venue for managing bidder relationship and other requirements through the Bank's decision making body for contract clarification. All the queries and communication must be addressed to the RFP coordinators / contact persons from the Bank mentioned in "[A] Important Dates – RFP Coordinator."
- 18.21. Recipients are required to direct all communications for any clarification related to this RFP to RFP Coordinator.
- 18.22. All questions relating to the RFP, eligibility or otherwise, must be in writing and addressed to the addresses given in point "[A] Important Dates" above. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications. The Bank will try to reply, without any obligation in respect thereof, every reasonable question raised by the Respondents in the manner specified.
- 18.23. However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.
- 18.24. Respondents should invariably provide details of their email address (as) as responses to queries will only be provided to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.
- 18.25. The Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.
- 18.26. 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.
- 18.27. All submissions, including any accompanying documents, will become the property of the Bank. The bidder shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of

evaluation, to disclose the contents of the submission to other bidders who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents.

- 18.28. All responses should be in English language. All responses by the bidder to this tender document shall be binding on such bidder for a period of 180 days after opening of the bids.
- 18.29. The bidder may modify or withdraw its offer after submission but prior to the closing date and time as prescribed by Bank. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.
- 18.30. The bidders required to quote for all the components/services mentioned in the "Project scope" and all other requirements of this RFP. In case the bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- 18.31. In the event the bidder has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Bidder's and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to the Bank.
- 18.32. The Bank is not responsible for any assumptions or judgments made by the bidder for proposing the deliverables. The Bank's interpretation will be final.
- 18.33. 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.
- 18.34. 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.
- 18.35. Responses to this RFP should not be construed as an obligation on the part of the Bank to award a contract / purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- 18.36. By submitting a proposal, the bidder agrees to contract with the Bank within the time period prescribed by the bank. Failure on the part of the successful bidder to execute an agreement with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.
- 18.37. The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the bidders. In the event the bidders not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing
- 18.38. 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 & services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP.

18.39. The bidder covenants and represents to the Bank the following:

- It is duly incorporated, validly existing and in good standing under as per the laws of the state in which the entity is incorporated.
- It has the corporate power and authority to enter into Agreements and perform its obligations there under.

18.40. The execution, delivery and performance under an Agreement by bidder:

- Will not violate or contravene any provision of its documents of incorporation;
- Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
- Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;

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

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

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

18.44. Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all bidders and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.

18.45. Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all bidders for clarification of their offer. The Bank has the right to disqualify the bidder whose clarification is found not suitable to the proposed project.

18.46. 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.

- 18.47. Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct information of the services being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- 18.48. 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.
- 18.49. If the Bank is not satisfied with the specifications as specified in the tender document and observes major deviations, the bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject bid.
- 18.50. The Bidder shall perform its obligations under this Tender as an independent contractor and shall not engage subcontractors to perform any of the Deliverables or Services without the prior permission from Bank. Neither this Tender nor the Bidder's performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Bidder or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.
- 18.51. The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub-contractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.
- 18.52. RFP responses received after the deadline for lodgment of RFPs may be registered by the Bank and may be considered and evaluated by the evaluation team at the absolute discretion of the Bank. Respondents are to provide detailed evidence to substantiate the reasons for a late RFP submission. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever.

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

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

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

Request for Proposal (RFP) for engagement of Consultant for Design and Project Management of implementation for digital lending initiatives under Retail, Agri and MSME Segment

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

Section #	Section Heading	Proforma Given
1.	Covering letter certifying eligibility criteria compliance	Bidder to provide
2.	Eligibility criteria & Evaluation terms	Annexure 02
3.	Undertaking from the bidder	Annexure 03
4.	Bid Fees (Application Money) letter	Bidder to Provide Transaction Details Annexure 04
5.	Bid Security (Earnest Money Deposit)	Bidder to Provide Transaction Details or Bank Guarantee as per Annexure 05 For Micro and Small Enterprises (MSE) / Startups "Bid Security Declaration"
6.	Bid Security Form	Annexure 07
7.	Covering Letter from Bidder	Annexure 08
8.	Conformity Letter	Annexure 12
9.	Executive Technical Summary	Bidder to provide
10.	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 13
11.	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)
12.	Masked price bid (Please note that the masked price bid should be exact reflection of the commercial bid except that the masked price bid <u>should not contain any financial information</u>)	Annexure 14
13.	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	Bidder to provide
14.	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)

Section #	Section Heading	Proforma Given
15.	Integrity pact	Bidder to provide detailed Annexure 17
16.	Methodology and detailed project plan with team profile	Bidder to provide
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.		

B) Guidelines

1.1 Support Details for GeM Portal:

Support details of Online Portal facilitator	helpdesk-gem@gov.in 1800-419-3436; 1800-102-3436
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1.2 Downloading of Tender Document

The tender document is uploaded / released on GeM Portal link. 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 GeM 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.
 - The encrypt/upload process of soft copy of the bid documents large in number to the 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 required documents -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 GeM authorities 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 GeM authorities.
- 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.

Request for Proposal (RFP) for engagement of Consultant for Design and Project Management of implementation for digital lending initiatives under Retail, Agri and MSME Segment

Annexure 02 – Eligibility criteria & Evaluation Terms

1. Evaluation process

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

- A. Stage 1 – Eligibility Bid Evaluation
- B. Stage 2 – Evaluation methodology for eligible Bidders
 - i) Technical Bid Evaluation
 - ii) Commercial Bid Evaluation
 - iii) 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.

A. Stage 1 – Eligibility Bid Evaluation

Pre-qualification / eligibility criterion for the bidder to qualify this stage is clearly mentioned below. The Bidder would need to provide supporting documents as part of the eligibility proof.

S. No	Criteria details	Supporting documentation
1	The Bidder should be a limited company (public/ private) registered in India under Companies Act, 1956/2013 or Partnership firm/ LLP registered in India under Partnership Act 1932/2008(as amended). The Bidder should be registered for GST. It should not be individual/ proprietorship firm/ HUF etc.	Copy of the certificate of Incorporation issued by the registrar of companies /Registered partnership deed or A Self-Declaration to be furnished by the Bidder on the Company's /partnership firm's letter head for the same.
2	Bidder should have an experience of at least 2 assignments in the nature of digital transformation (one of them should be in the digital lending in a PSU Bank) across banks in India and with a minimum duration of 12 months for each assignment in the last -5- years. The assignment referred should either have been completed or if ongoing, minimum 6 months should have been completed.	Reference letters or completion certification or award of contract on client's letter head or self-declaration on bidder's letter head. The self-declaration should bear the contact details of the client (Mobile No and email ID)
3	The Bidder should be a profit-making company/ firm for the last three consecutive financial years (2022-23, 2021-22, 2020-21). If the financial year is calendar year, then the last 3 years will be 2022, 2021 & 2020	Copy of Audited financial statements. In case audited financial statement for latest year is not available a copy of provisional accounts to be submitted.

4	The Bidder should have an average annual gross turnover/ revenue of at least INR 250 Crores for last three financial years as per the audited financial statements. (2022-23, 2021-22, 2020-21). If the financial year is calendar year, then the last 3 years will be 2022, 2021 & 2020	Copy of Audited financial statements. In case audited financial statement for latest year is not available a copy of provisional accounts to be submitted.
5	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.
6	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.
7	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.
8	Bidder should have statutory registrations with tax and other compliance authorities	Copy of PAN/TAN/GST registration in the name of the bidder

NOTE: Only Bidders that fulfil 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 fulfil 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.

B. Stage 2 – Evaluation methodology for eligible Bidders

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

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. For this Bank may sought for the Presentation.

The Technical Proposal will be evaluated for technical suitability and the criteria for evaluation of technical bids are as under (Bidder to submit detailed write up and make presentation on the following evaluation parameters):

Sl. No	Particulars	Maximum Marks
1	Experience with Public/ Private Sector Banks in India Experience in large scale digital transformation with Public/ Private Sector Banks in India over the last 5 years. 2 Marks per assignment, maximum 5 marks.	5
2	Experience of relevant experience of projects as per context of this RFP Experience and Credentials in end-to-end lending (live systems will be considered) process digitization in India in a Bank with 25,000+ employees and 3000+ branches and INR 5 Lakh Crore+ Business as of 31/03/2023 MSME (WC, TL, NFB, CV, RENEWALS, Cash flow based pre-approved offers - each product 5 marks maximum 15 marks) Retail / Agri (AL, PL, HL, EL, KCC, GOLD, Cash flow based pre-approved offers - each product 5 marks maximum 15 marks) Client reference visit / feedback (Client project and contact details to be provided)	15 15 5
3	Proposed approach and Methodology <ul style="list-style-type: none"> • Tools and techniques, standard operating procedures and best practices to be adopted in lending digitization • Understanding of the scope of the assignment demonstrated in the response to the RFP • Proposed approach and methodology for the entire scope of work for design and PMO roles • Ease of implementation of proposed initiatives 	30

	<ul style="list-style-type: none"> Innovativeness of proposed initiatives vis-à-vis the problem solved and the cost-benefit analysis Practicality of solutions Degree of digitization measurement mean lead generation to disbursement – bidder to submit stages built in their past engagements for end-to-end STP journeys (Consultant shall demonstrate number of digital journeys implemented in Retail, Agri and MSME segments as end-to-end STP journeys and also compliance to latest EASE requirements) UI/UX for digital lending journeys Peer Bank lending journeys benchmarking analysis System monitoring mechanisms to ensure compliance to credit policies, regulatory, information security, etc. 	
4	<p>Proposed Team Profile and deployment (based on the CV of the Team Leaders, Subject Matter Experts for different facets, resource personnel etc.)</p> <ul style="list-style-type: none"> Experience and profile of Subject Matter Experts assigned Experience and profile of the key personnel assigned which includes Team Leader, Module Leader(s), team members, etc. Team deployment plan by module/ sub-module Resource number of years of experience in the current organization Resource with minimum 4 years and above with similar experience for Bank RFP requirement will only to be considered for deployment 	20
5	<p>Plan for transfer of capabilities and knowledge and change management</p> <ul style="list-style-type: none"> Document on design principles of any digital journey Document on field validation process Document on PMO Ensuring proper handover of capabilities to Banks' in-house teams for sustainability Training and hand-holding of key Bank teams to ensure appropriate capability build Sustainability plan 	10
	Total	100

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

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

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

Commercial Bid Evaluation

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.

The decision of the Bank shall be final and binding on all the bidders to this document. The Bank reserves the right to accept or reject an offer without assigning any reason whatsoever. The bidder is expected not to add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.

Weighted evaluation: 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 bidder. The evaluation methodologies vis-à-vis the weightages are as under:

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

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

Where:

S = Score of the Firm

T = Technical score of the Firm

T High = Highest Technical score among the Firms

C = Quote as provided by the Firm

C Low = Lowest Quote of C among the Firms

The Firm securing the highest score becomes the successful Firm

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

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

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

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

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

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

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

Terms and conditions

General Terms

The Bank expects the Bidder to adhere to the terms of this bid document and would not accept any deviations to the same. If the Bidder has absolutely genuine issues only then should they provide their nature of non-compliance to the same. The Bank reserves its right to not accept such deviations to the bid terms.

The Bank expects that the Bidder engaged under the bid document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.

Unless agreed to specifically by the Bank in writing for any changes to the bid document issued the Bidder responses would not be incorporated automatically in the bid document.

Unless expressly overridden by the specific agreement to be entered into between the Bank and the Bidder, the bid document shall be the governing document for arrangement between the Bank and the Bidder.

Commercial/Price Bids

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

The prices and other terms offered by Bidders must be firm for an acceptance period of -3-months from the opening of the commercial bid.

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

Terms of payment as indicated in the RFP under 'Payment Terms' will be final and binding on the Bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Payment Terms, the Bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Payment Terms will not hold good against the Bank.

Price Comparisons

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

The successful Bidder will be determined on the basis of evaluation mentioned in Annexure 2- Bid Evaluation Process above.

The Bidder is expected to provide for services which are required to be extended by the Bidder in accordance with the terms and conditions of this RFP.

The prices quoted by the consultant/ bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

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
Chief General Manager – Digital Banking Channels, Operations and Digital Lending
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

To,

Chief General Manager – Digital Banking Channels, Operations and Digital Lending
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir/ Madam,

Sub: Request for Proposal (RFP) for engagement of Strategic Consultant for Design and Project Management for implementation of digital lending initiatives under Retail, Agri and MSME segments

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 abovementioned 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 General Manager – Digital Banking Channels, Operations and Digital Lending
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir/Madam,

Sub: Request for Proposal (RFP) for engagement of Strategic Consultant for Design and Project Management for implementation of digital lending initiatives under Retail, Agri and MSME segments

1. WHEREAS, (hereinafter referred to as “Bidder”) has submitted its proposal and response dated ... (hereinafter referred to as “Bid”) for Manpower Audit of Corporate/Head Offices, Regional/Zonal Offices and Specialized Units of the Bank as described in the Request for Proposal No. BCC:HRM:116/ dated 07.2.2024 along with its amendments/Annexures and other ancillary documents (hereinafter referred to as “RFP”) as issued by Bank of Baroda.
2. We having our registered office at(hereinafter called the 'BIDDER') are offering security deposit of Rs. /- (Rupees only) vide [online transfer/ demand draft / pay order / issued by a scheduled/ Commercial Bank] bearing No. dated [drawn on/ issued by] (enclosed) (hereinafter referred to as “Bid Security”) favoring ‘Bank of Baroda for consideration of the Bid of the above-mentioned Bidder. For online transfer, UTR No and details of transaction to be submitted.
3. The Bidder specifically acknowledges and agrees that the Bidder has furnished his Bid on the understanding and condition that, if the Bidder:
 - a) Withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Documents or
 - b) Having been notified of the acceptance of its Bid by Bank of Baroda during the period of validity:
 - I. Fails or refuses to execute the contract form if required; or
 - II. Fails or refuses to furnish the Performance Security, in accordance with the instruction to Bidders.

Bank of Baroda has the right to forfeit the entire Bid Security amount merely on the occurrence of one or more of the foregoing events without demur or a written demand or notice to the Bidder.

4. The Bid Security shall be returned to unsuccessful Bidders within 30 days from the date of the award of contract. In case of a successful bidder. The Bid Security shall be returned to the successful Bidder upon furnishing of Performance Security.
5. The Bidder undertakes that it will not cancel the Bid Security referred to above till the Bidder is returned the Bid Security from Bank of Baroda in accordance with the foregoing conditions.
6. The Bidder represents and warrants that the Bidder has obtained all necessary approvals,

Request for Proposal (RFP) for engagement of Consultant for Design and Project Management of implementation for digital lending initiatives under Retail, Agri and MSME Segment

permissions and consents and has full power and authority to issue this Bid Security and perform its obligations hereunder, and the Bidder has taken all corporate, legal and other actions necessary or advisable to authorize the execution, delivery and performance of this Bid Security. The absence or deficiency of authority or power on the part of the Bidder to issue this Bid Security or any irregularity in exercise of such powers shall not affect the liability of the Bidder under this Bid Security.

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email & Phone #

Annexure 06 – Format for claiming exemption for EMD

To,

Chief General Manager – Digital Banking Channels, Operations and Digital Lending
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir/Madam,

Sub: Request for Proposal (RFP) for engagement of Strategic Consultant for Design and Project Management for implementation of digital lending initiatives under Retail, Agri and MSME segments

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 (as per the OM dated 12/11/2020 they will be suspended or the time specified in the tender documents. Hence the said period may be mentioned herein) year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We
 - a. have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of 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 of to make the declaration for and on behalf of Letter of Authority for executing declaration is enclosed

Signed (insert signature of person whose name and capacity are shown)
In the capacity of (insert legal capacity of person signing the Bid Securing Declaration)
Name (insert complete name of person signing he Bid Securing Declaration)
Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)
Dated on day of (insert date of signing)
Corporate Seal (where appropriate)

Annexure 07- Bid Security Form

(Pro forma for Bank Guarantee in lieu of EMD - Bidder need to provide the Bank Guarantee in following format in lieu of Bid Security Transaction)

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 vender . any of the terms and conditions contained in the RFP and in the event of the VENDOR commits default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the RFP or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs.....(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 08 – Covering letter from the Bidder

To

Chief General Manager – Digital Banking Channels, Operations and Digital Lending
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir/ Madam,

Sub: Request for Proposal (RFP) for engagement of Strategic Consultant for Design and Project Management for implementation of digital lending initiatives under Retail, Agri and MSME segments

1. Having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items 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.
2. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.
3. We agree to abide by this Tender Offer for 180 days from date of bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. 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".
6. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
7. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.
8. We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents. 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.

Dated this.....by20



Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Annexure 09 – Credentials

The expertise of the organization in providing digitization of lending initiatives under Retail, Agri and MSME segment in other organizations should be exhibited in detail. The key impact created by the respondent in other organizations should be clearly highlighted and backed by references. The Credentials should be arranged as below

SN	Name of Organization along with the industry and country where the intervention was undertaken	Scope of Assignment	Duration of Assignment	Start date and completion date	Project Team

All Credentials should be backed by references, which must include the following details:

1. Contact Person's Name
2. Name of Organization and Designation
3. E-mail Address
4. Mobile Number

The Bank reserves the right to approach the references for further background checks.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Annexure 10 – Team Profile

The list should include the Team Leader / Specified Person of Contact and Key Team Members with their proposed role in the assignment.

Name	
Present Designation	
Qualification	
Certifications	
Nationality	
Years in the firm and Total Work Experience	
Areas of expertise relevant to the RFP	
Roles in proposed assignment	
Task assigned	

A list of key personnel to be deployed for the assignment to be furnished with details as per the table above.

The Bank shall reserve the right to seek the change of resource personnel in case on need

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Annexure 11 – 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:

RFP name and no:

Contact Person from Respondent in case of need.

Name :

Tel No :

e-Mail ID:

Sr. No.	Page #	Point / Section #	Category (Eligibility/ Scope / Commercial / Legal / General / Any Other)	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 12 – Conformity Letter

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

To
Chief General Manager – Digital Banking Channels, Operations and Digital Lending
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: Request for Proposal (RFP) for engagement of Strategic Consultant for Design and Project Management for implementation of digital lending initiatives under Retail, Agri and MSME segments

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 13 – Project Details - Scope of Work

Bank proposes to engage the services of a consulting firm, also referred in this document as Strategic Consultant to work with the Digital Lending Department and Bank other verticals for support and assistance across the key areas outlined below.

Bank has currently implemented Digital Lending applications on different LOS platforms and integrated with various internal, external and fintech service providers. Participating bidder shall be capable to architect solutions using multiple LOS, CBS (for LMS), fintech services, etc.

a) Scope of engagement:

- The program is divided in two tracks:
Track 1 – MSME
Track 2 – Retail and Agri
- Both the tracks have Design and Program Management of the implementation
- EASE compliance: Consultant shall study current digital lending journeys and proposed journeys listed for implementation part of track 1 and track 2 are compliant to EASE requirement. Consultant shall suggest and effect necessary design changes and Implementation.
- Develop metrics for daily system monitoring, identification of breaches to ensure compliance to credit policies, regulatory, RBI Digital Lending guidelines, Information Security, Audit, etc.
- Plan for transfer of capabilities, knowledge and change management. Successful bidder shall ensure to provide:
 - Document on design principles of any digital journey
 - Document on field validation process
 - Document on PMO
 - Ensuring proper handover of capabilities to Banks' in-house teams for sustainability
 - Training and hand-holding of key Bank teams to ensure appropriate capability build
 - Sustainability plan
 - System monitoring mechanism to ensure compliance to credit policies, regulatory, information security, etc.

Design

- Conduct current state assessment of existing products and journeys
- Identify the changes required in products and policies
- Provide leading market practices followed by peer banks for similar products and journeys
- Design the 'To-be' processes for all the products of Retail, Agri and MSME
- Identify all the areas of process automation through Fintech integrations and provide suggestions for the same.
- Field level mapping for integrations and auto-generated documents
- Review of the business requirement documents prepared by the vendor
- Review of the wireframes and prototypes prepared by the vendor
- Masters Creation and management processes
- Degree of digitization measurement
- UI/UX for digital lending journeys
- Peer Bank lending journeys benchmarking analysis

Program Management

- Provide integrated Project Management services through its, full time Project Managers allotted to the project to ensure prompt management and timely implementation of journeys for all products
- Create and maintain the master project plan and define all the important milestones and reporting of the same
- Program Manage all the activities involved during the design and development of the journeys, including co-ordination with vendors, internal business stakeholders, FinTechs and Bank's IT team
- Identify the dependencies of all the stakeholders in the implementation both within the Bank and outside the Bank and effectively deploy project management tools and strategies to optimize them
- Defining dependencies with other business verticals and defining the roles and responsibilities of each business vertical involved in the process
- Devise the communication and roll out plan within the Bank for full adoption of digitized processes
- Weekly and monthly progress reporting to the working committees and leadership team of the Bank
- In case of requirement, consultant to prepare scope document for procurement of any software and assist in Bank for vendor selection
- Pilot roll-out:
 - Identify the branches for pilot roll out of new journeys
 - Identify all issues and report the same during the pilot roll out and co-ordinate with the vendor for fixing the same
- Full scale roll-out
 - Program manage the full scale roll out of the new journey PAN India
 - Training related activities
 - Change Management

Deliverables Timeframe & Milestones

The appointment of the Consultant is envisaged for a duration of 12 months from the date of appointment. The engagement can be extended on mutually agreed terms in sprints of 6 months depending upon Bank's requirement and satisfactory performance.

Key deliverables for this engagement including timelines are as under:

Milestone	Deliverables	Timeline
M1	<ul style="list-style-type: none"> • Design of first set of products for Retail – Home Loan (all variants) • Design of first set of products for Agri – Finance to Food & Agro processing units • Design of first set of products for MSME – Government sponsored schemes (PMMY/ PMEGP/ SUPI/ NULM/ PMSVANIDHI/ BARODA ENERGY EFFICIENCY/ VISHWAKARMA) and Solar project • Preparation of the Master Project Plan for Track 1 and Track 2 • Cash Flow based pre-approved product offerings (convert current ACB based offerings to cash flow-based offerings) • Insta OD Product • GST Sahay • Building functionalities for day-to-day system validations / BRE checks 	T+1 month

Request for Proposal (RFP) for engagement of Consultant for Design and Project Management of implementation for digital lending initiatives under Retail, Agri and MSME Segment

M2	<ul style="list-style-type: none"> Program Management of the implementation of first set of Retail, Agri and MSME products Design of second set of products of Retail - Two wheelers loan – individuals and Auto Loan – non-individuals (all variants) Design of second set of products of Agri – Tractor Loans Design of second set of products of MSME – Digital Renewals for exposure upto Rs.1 crore 	T+ 2 months
M3	<ul style="list-style-type: none"> Program Management of the implementation of Retail, Agri and MSME products Design of third set of products of Retail – Used Car Loan and Design of third set of products of Agri – Renewal of Kisan Credit Card loans Design of third set of products of MSME – Cash flow & Turnover based product 	T+ 3 months
M4	<ul style="list-style-type: none"> Program Management of the implementation of MSME, Retail & Agri products Design of fourth set of products of Retail – Education Loan (school education, study abroad, mortgage linked (all variants)) Design of fourth set of products of Agri – finance to SHGs Design of fourth set of products of MSME – MFI and TReDS 	T+ 4 months
M5	<ul style="list-style-type: none"> Program Management of the implementation of MSME, Retail & Agri products Design of fifth set of products of Retail – Pay Later Loans/ Credit line on UPI, Loan against securities (all variants) Design of fifth set of products of Agri – finance to Agri allied activities 	T+ 5 months
M6	<ul style="list-style-type: none"> Program Management of the implementation of MSME, Retail & Agri products Design of sixth set of products of Retail – Loan against Future Rent receivables Design of sixth set of products of Agri – Financing against eNWR 	T+ 6 months
M7	<ul style="list-style-type: none"> Program Management of the implementation of Retail, Agri and MSME products 	T+12 months
M8	<ul style="list-style-type: none"> Extensive monitoring and necessary corrective actions basis data analysis of MSME, Retail, Agri Live Products 	During the entire contract period

Note:

T indicates kick off date of engagement with the strategic consultant

Bank at its discretion may add / modify / delete any of activities listed as part of the deliverables.

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:

Broad terms of release of payment:

The payments shall be released to the selected bidder as per following schedule:

Payment Milestone	Payment terms w.r.t. Project Cost after sign-off from the Bank
Completion of activities upto Milestone 3	20%
Completion of activities from Milestone 4 to Milestone 6	20%
Completion of activities from Milestone 7 to Milestone 8	40%
Final completion and handover of the project/ knowledge transfer	10%
Payable after one month of handover of the project.	10%

Consultant Project manager shall interact with the respective vertical heads for percentage of the Work completion. The payment shall be linked to the percentage of work completion agreed by respective vertical heads and the officer nominated for the given period. The primary responsibility of getting the Sign-off regarding completion of the work lies with the Consultant Project Manager. Nominated officer from Bank shall assist in getting the sign-off from vertical heads on his/her satisfaction of the presented percentage of work completion.

Any extension of time granted by the Bank to complete the delivery of scope will be without any additional cost to the Bank. 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.

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.

- v) 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.

The duration of the project is delivery based. The Consultant will be engaged for deliverables as per scope of the project. The completion of the project will depend upon submission of deliverables and acceptance of completion certificate by the Bank.

Right to Alter requirements

The Bank reserves the right to alter the requirements specified in the Tender. The Bank also reserves the right to delete one or more items from the list of items specified in the Tender. The Bank will inform all Bidders about changes, if any. The Bidder agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities.

Annexure 14 – MASKED COMMERCIAL BID

To
 Chief General Manager – Digital Banking Channels, Operations and Digital Lending
 Bank of Baroda
 Baroda Sun Tower
 Bandra Kurla Complex
 Bandra (E), Mumbai 400 051

Sir,

Sub: Request for Proposal (RFP) for engagement of Strategic Consultant for Design and Project Management for implementation of digital lending initiatives under Retail, Agri and MSME segments

We, the undersigned, offer to undertake the assignment of Design and Project Management for implementation of digital lending initiatives under Retail, Agri and MSME segments in accordance with your Request for Proposal No. BCC:DIGITAL:DLD:116/ dated _____ and our Technical Proposal. Our attached Financial Proposals is for the sum of:

Parameter		Total Cost (INR)
Total contract value for the entire scope overview as detailed in Annexure-13*	(A)	xxx

Total Contract Value*	(A)	
Total Manpower proposed to be deployed by the Bidder for the Project	(B)	
Man-month rate: $\{(A) / (B)\} / 12$	(C)	

*Quote will be considered for the Commercial scoring

Note: for any extension of the contract, Bank may pay at the man-month cost proposed above basis number of resources deployed for the extended period.

Total Contract Value will be considered for the Techno Commercial Bid Submission

This amount is inclusive of prices viz., Total professional fees (INR) excluding applicable taxes (GST) and including all else as mentioned in the RFP. We hereby confirm that the financial proposals are unconditional and we acknowledge that any condition attached to financial proposal shall result in rejection of our financial proposals.

Our Financial Proposals shall be binding upon us up to expiration of the validity period of the Proposal, i.e. till 180 days from the last date of submission of the proposal. We understand that you are not bound to accept any Proposal you receive.

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Annexure 15 – COMMERCIAL BID

To
 Chief General Manager – Digital Banking Channels, Operations and Digital Lending
 Bank of Baroda
 Baroda Sun Tower
 Bandra Kurla Complex
 Bandra (E), Mumbai 400 051

Sir,

Sub: Request for Proposal (RFP) for engagement of Strategic Consultant for Design and Project Management for implementation of digital lending initiatives under Retail, Agri and MSME segments

We, the undersigned, offer to undertake the assignment of Design and Project Management for implementation of digital lending initiatives under Retail, Agri and MSME segments in accordance with your Request for Proposal No. BCC:DIGITAL:DLD:116/ dated _____ and our Technical Proposal. Our attached Financial Proposals is for the sum of:

Parameter		Total Cost (INR)
Total contract value for the entire scope overview as detailed in Annexure-13*	(A)	xxx

Total Contract Value*	(A)	
Total Manpower proposed to be deployed by the Bidder for the Project	(B)	
Man-month rate: $\{(A) / (B)\} / 12$	(C)	

*Quote will be considered for the Commercial scoring

Note: for any extension of the contract, Bank may pay at the man-month cost proposed above basis number of resources deployed for the extended period.

Total Contract Value will be considered for the Techno Commercial Bid Submission

This amount is inclusive of prices viz., Total professional fees (INR) excluding applicable taxes (GST) and including all else as mentioned in the RFP. We hereby confirm that the financial proposals are unconditional and we acknowledge that any condition attached to financial proposal shall result in rejection of our financial proposals.

Our Financial Proposals shall be binding upon us up to expiration of the validity period of the Proposal, i.e. till 180 days from the last date of submission of the proposal. We understand that you are not bound to accept any Proposal you receive.

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Annexure 16 - Performance Guarantee**BANK GUARANTEE**
(FORMAT OF PERFORMANCE BANK GUARANTEE)

To

Chief General Manager – Digital Channel & Operations and Digital Lending
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), 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 its Office at and a branch inter alia at India have agreed to issue the BANK GUARANTEE.

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

1. We do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs.-(Rupees only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the Bidder of any of the terms and conditions contained in the PO and RFP / SLA and in the event of the Bidder committing default or defaults in carrying out any of the work or discharging any obligation under the PO or RFP document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith

on demand pay to you such sum or sums not exceeding the sum of Rs...../-
(Rupees

..... only) as may be claimed by you on account of breach on the part of the Bidder of their obligations or default in terms of the PO and RFP.

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

- or guarantees.
10. The Bank Guarantee shall not be affected by any change in the constitution of the Bidder or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
 11. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
 12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the Bidder shall have no claim against us for making such payment.
 13. Notwithstanding anything contained herein above;
 - a. our liability under this Guarantee shall not exceed Rs./- (Rupeesonly)
 - b. this Bank Guarantee shall be valid and remain in force upto and including the date and
 - c. we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
 14. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

Dated this the day of, 20.....
For and on behalf of
Branch Manager
Seal and Address

Annexure 17 – Integrity Pact**PRE-CONTRACT INTEGRITY PACT**
(TO BE STAMPED AS AN AGREEMENT)

Between

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

And

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

Preamble

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

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

BOB values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

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

Section 1 - Commitments of BOB

The BOB commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

No employee of the BOB , personally or through its family members, will in connection with the tender for , or the execution of a contract, demand ; take a promise for or accept, for self or third person, any monetary or non-monetary benefit which the person is not legally entitled to.

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.

The BOB will make endeavor to exclude from the selection process all known prejudiced persons.

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

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

The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

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

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

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

Section 4 - Compensation for Damages

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.

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

Section 5 - Previous transgression

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.

If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process

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

In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

The BOB will enter into agreements with identical conditions as this one with all Bidders and Contractors.

The BOB will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s) | Contractor(s) | Subcontractor(s)

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

Section 8 - Independent External Monitor

The BOB appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential.

The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BOB including that provided by the bidder/ Contractor. The bidder/ Contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed 'Non-Disclosure of Confidential Information'. In case of any conflict of interest arising during the selection period or at a later date, the IEM shall inform BOB and recuse himself / herself from that case.

The BOB will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the BOB and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

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.

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.

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.

The word '**Monitor**' would include both singular and plural.

Section 9 - Pact Duration

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

Section 10 Other provisions

This agreement is subject to Indian Law and court of Mumbai shall have exclusive jurisdiction to entertain any matter arising out of this pact.

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

If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

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

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

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

The parties hereby sign this Integrity Pact at _____ on _____

BOB

BIDDER

Name of the Officer:

Chief Executive Officer

Designation:

Department:

Date:

Date:

Place:

Place:

Witness

Witness

1. _____

1. _____

2. _____

2. _____

Annexure 18 – SERVICE LEVEL AND NON DISCLOSURE AGREEMENT

This Agreement is made in Mumbai this..... Day of 2024 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

Bank of Baroda is one of the largest public sector banks (PSU) in India with a branch network of over 8200+ branches in India and 90+ branches/ offices overseas including branches of our subsidiaries, distributed in 17 countries.

Bank intends to engage a Strategic Consultant for Design and Project Management for implementation of digital lending initiatives under Retail, Agri and MSME segment.

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

In response to RFP No. _____ dated _____ 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. 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.

2. SCOPE OF SERVICE / DELIVERABLES AND SERVICE LEVELS

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.

3. CODE OF ETHICS

M/s _____, (Vendor/Service Provider/Supplier/ Consultant/Contractor) agrees to 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.

4. DELIVERABLES

(Terms mentioned in the RFP)

5. TRAINING

The Consultant shall work along with the Bank's team and provide training to officials of the Bank if and as necessary.

6. 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.

7. PAYMENT TERMS:

(Terms mentioned in RFP)

8. 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.

9. SECURITY DEPOSIT

(Terms mentioned in the RFP)

10. SET-OFF

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.

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

11. COVENANTS OF THE CONSULTANT:

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

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

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.

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.

12. Confidentiality:

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

- a. All BOB's product and process details, documents, data, applications, software, systems, papers, statements and business/customer information which may be communicated to or come to the knowledge of 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.
- b. The Consultant shall not make or retain any copies or record of any Confidential Information submitted by BOB other than as may be required for the performance of the Consultant obligation under this Agreement.
- c. The Consultant shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information.
- d. The Consultant shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also so far as it is practicable 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.

- e. The Consultant shall extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
- f. The Consultant hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of 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.
- g. 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.
- h. 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.
- i. 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.
- j. 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.
- k. The provisions of this Clause shall survive the termination of this Agreement

13. INDEMNITY

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

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.

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

14. PROPERTY RIGHTS

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

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

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

15. PERFORMANCE GUARANTEE

Consultant, shall provide unconditional and irrevocable Performance Bank Guarantee for Rs -----/- (Rupees _____ Only) in favour of BOB from any scheduled commercial 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.

16. PENALTIES AND LIQUIDATED DAMAGES:

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

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.

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

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.

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.

17. TERMINATION

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 fifteen 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.

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.

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.

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.

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.

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

18. 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.

19. LAW, JURISDICTION AND DISPUTE RESOLUTION

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.

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.

20. AUDIT:

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

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.

21. LIMITATION OF LIABILITY

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 and limited to the total contract value .

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.

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.

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.

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

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

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

22. 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.

23. 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.

24. 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.

ASSIGNMENT

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

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

25. 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.

26. 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.

27. FORCE MAJEURE

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.

"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.

28. NOTICES AND COMMUNICATIONS

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
	Chief General Manager – Digital Channel & Operations and Digital Lending Bank of Baroda, Baroda Sun Towers, 7th floor, C-34, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051.
	Email:
	Tel:

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.

29. MISCELLANEOUS

Any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.

No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

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.

Neither this Agreement nor any provision hereof is intended to confer upon any Person other than the Parties to this Agreement any rights or remedies hereunder.

In connection with this Agreement, as well as all transactions contemplated by this Agreement, each Party agrees to execute and deliver such additional documents and to perform such additional actions as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.

The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such

jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.

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

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 _____ .

its authorized official in the presence of:

1.

2