

## Request for Proposal (RFP)



Appointment of Consultant for  
**“Integration, Harmonization and  
Stabilization of Human Resource for the  
Amalgamation of Bank of Baroda, Vijaya  
Bank and Dena Bank”**

Date: January 24, 2019

**RFP Reference: RFP: HRM: 111/607**

## **REQUEST FOR PROPOSAL (RFP) for Appointment of Consultant for “Integration, Harmonization and Stabilization of Human Resource for the Amalgamation of Bank of Baroda ,Vijaya Bank and Dena Bank+**

### **Key Information on the RFP Response Submission**

<b>S. No.</b>	<b>Particulars</b>	<b>Timeline</b>
1	RFP Issuance Date	January 24, 2019
2	RFP Co-ordinator	Mr. C MALOLAN Dy General Manager 6th Floor, Head Office, Bank of Baroda Baroda Bhavan RC Dutt Road, Alkapuri Vadodara 390007, India
	Telephone	+91 22 6698 6604 /05
	Email id	<a href="mailto:Hrms.bcc@bankofbaroda.com">Hrms.bcc@bankofbaroda.com</a>
3	Last Date of Written request for Clarifications Before the Pre-bid Meeting	11:00 am on February 1, 2019 Email with clarifications to be mailed to <a href="mailto:Hrms.bcc@bankofbaroda.com">Hrms.bcc@bankofbaroda.com</a>
4	Pre. bid Meeting	3:00 pm on February 4, 2019  Address:  6 <sup>th</sup> floor Conference Room Baroda Bhavan Bank of Baroda, Head Office R C Dutt Road, Alkapuri, Vadodara 390 007
5	Last Date and Time of Receipt of RFP Response	2:00 pm on February 7, 2019
6	Time and Date of Opening of Technical Bids	2:30 pm on February 8, 2019 6 <sup>th</sup> floor Conference Room Baroda Bhavan Bank of Baroda, Head Office R C Dutt Road, Alkapuri, Vadodara 390 007
7	Time and Date for Technical Presentations	Will be communicated subsequently by the Bank
8	Time and Date for Opening of Commercial Bids	Will be communicated subsequently by the Bank
10	Address for Response Submission	Human Resource Department 6th Floor, Head Office, Bank of Baroda

S. No.	Particulars	Timeline
		Baroda Bhavan RC Dutt Road, Alkapuri Vadodara 390007, India
11	Application Money	INR 25,000/- (Rupees Twenty Five Thousand Only)
12	Proposal Security (Earnest Money Deposit or EMD) (through Demand Draft or wire transfer)	INR 10,00,000/- (Rupees Ten Lakh Only)  <i>Bank of Baroda Account Information:</i> Account Holder Name: Bank of Baroda Account Number: 29040400000418 IFSC Code: BARB0BANEAS SWIFT Code: BARBINBBK

**Definition of Terms used in the RFP:**

Following terms are used in the document interchangeably to mean:

1. **Assignment** means the work to be performed by the selected Bidder pursuant to the Contract
2. **Bank** means Bank of Baroda, its present and future subsidiaries / affiliates and proposed merge entities
3. **Contract** or **Agreement** means the Contract signed by the Parties and all the attached documents and the Appendices, consequent to the completion of the proceedings as per the RFP
4. **Day** means business day
5. **Personnel/ Resources** means professionals and support staff provided by the Bidder
6. **Proposal/ Bid/ Tender** means Response to the RFP Document
7. **RFP** means Request for Proposal
8. **Respondent, Recipient and Bidder** means interested and eligible applicants responding to this RFP.
9. **Successful/ Selected Bidder** means the Bidder selected as the successful Bidder by the Bank in accordance with this RFP

**Confidentiality**

This document is meant for the specific use by Organisations interested in participating in the RFP process. This document in its entirety, is subject to Copyright Laws. Bank of Baroda expects the Bidder or any person acting on behalf of the Bidder to strictly adhere to the instructions given in the document and maintain confidentiality of information. The Recipient will be held responsible for any misuse of information contained in the document, and is liable to be prosecuted by the Bank in the event that such a circumstance is brought to the notice of the Bank. By virtue of issuance of this RFP document, the Recipient is subject to the confidentiality clauses.

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# 1 Introduction

## 1.1 Background and Purpose

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, Baroda Corporate Centre, 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 proposal document, hereinafter called RFP, to Firms hereafter called as "Bidders or Organisations" to participate in the RFP process for Appointment of Consultant for "Integration ,Harmonisation and Stabilisation of Human Resource for the amalgamation of Vijaya Bank and Dena Bank" for the Bank.

Bank of Baroda is one of the largest Public Sector Banks in India with international operations in 23 countries. In India, the Bank has an extensive branch network of 5,450 branches and 10,144 ATMs. Bank of Baroda has a reputation of being at the forefront in the usage of technology. This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda ("the Bank") for Selection of a competent Consultant for "Integration, Harmonization and Stabilization of Human Resource for the Amalgamation of Bank of Baroda ,Vijaya Bank and Dena Bank".

The RFP document is not a recommendation, offer or invitation 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 the subsequent RFP process post this RFP and appropriate documentation being agreed between the Bank and the Respondent as selected eventually by the Bank.

The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient") and no other person or organization. This RFP document has been prepared solely for the purpose of enabling the Bank in defining the requirements for appointment of a Consultant for carrying out "Integration, Harmonization and Stabilization of Human Resource for the Amalgamation of Bank of Baroda , Vijaya Bank and Dena Bank

## 1.2 Information Provided

The RFP document contains statements derived from information that is believed to be true and reliable as on 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, Respondents, or advisors gives any representation or warranty (whether oral or written), expressed or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.



### **1.3 Disclaimer**

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, Respondents, representatives, agents, and advisors 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, 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, Respondents, representatives, agents, or advisors.

### **1.4 Costs Borne by Respondents**

All costs and expenses (whether in terms of time or money) incurred by the Recipient/ Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient/ Respondent.

### **1.5 Recipient Obligation to Inform Itself**

Recipients must apply their own care and conduct their own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

### **1.6 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 Organizations, not limited to those selection criteria set out in this RFP document.

The issuance of RFP document is merely an invitation to offer responses to this RFP and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting the response to this RFP document that the organization has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

### **1.7 Errors and Omissions**

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than last date of receiving clarifications.

## **1.8 Acceptance of Terms**

A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document.

## **1.9 No Legal Relationship**

No binding legal relationship shall exist between any of the Respondents and the Bank until execution of a contract with the Selected Organization.

## 2 Terms of the RFP

### 2.1 RFP Response Submission

#### 2.1.1 Application Money

Application Money as mentioned in **%Key Information on the RFP Response Submission**+by way of Demand Draft favouring ~~B~~Bank of Baroda payable at Mumbai, which is non-refundable, must be submitted separately along with RFP response. The Bank may, at its discretion, reject any Firm where application money has not been furnished with the RFP response.

#### 2.1.2 Registration of RFP Response

Registration of the RFP Response will be effected by the Bank by making an entry in a separate register kept for the purpose upon the Bank receiving the RFP Response in the above manner. The registration must contain all documents, information, and details required by this RFP. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through e-mail, the RFP Response is liable to be summarily rejected.

All submissions, including any supporting documents, will become the property of the Bank. The Recipient 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, notwithstanding any copyright or other intellectual property right that may subsist in the submission or accompanying documents.

#### 2.1.3 Validity Period

RFP Responses must remain valid and open for evaluation according to their terms for a period of at least 60 days from the last date of submission of RFP responses.

### 2.2 Appointment Period

Post the evaluation process, the Selected Organisation would be initially appointed by the Bank for a period of 6 months which may be extended further up to 3 months at the sole discretion of the Bank, and as deemed necessary, subject to satisfactory performance.

### 2.3 Communication on the RFP

Recipients are required to address all communication/ clarifications/ queries if any relating to the RFP in writing via email on or before the last date of receiving request for clarification as per details provided in the RFP. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Respondents in the manner specified. Any changes to the RFP will be communicated as an Addendum to the RFP and will be published on the Bank's website under the Tenders

section. However, the Bank will not respond to any communication initiated by the Recipient(s) beyond the dates provided in **“Key Information on the RFP Submission”**.

The Bank may in its absolute discretion seek any additional information/ clarification from any Applicant on the RFP Response as part of the evaluation process and all such information and material provided must be taken to form part of that Recipient(s)Response to the RFP.

Respondents should invariably provide details of their email address as any clarifications required by the Bank against the response to the RFP will only be communicated to the Recipient(s) via email. If the Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, the Bank reserves the right to communicate such response to all Recipient(s).

The Bank may in its absolute discretion engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to clarify any response.

## **2.4 Notification**

The Bank shall notify Respondents in writing (as soon as practicable) if the Respondent's submission has been rejected. The Bank is not obliged to provide any reasons for any such rejection. The final outcome of the RFP shall be communicated after opening and necessary processing of Commercial Bids of the short-listed Respondents.

## **2.5 Disqualification**

Any form of canvassing/lobbying/influence will result in disqualification at the sole discretion of the Bank.

## **2.6 Language**

The RFP Response prepared by the Respondent as well as all correspondence and documents relating to the RFP exchanged by the Respondent with the Bank and supporting documents and printed literature shall be in the English language only.

## **2.7 Formats of Bids**

The Respondents should use the formats prescribed by the Bank in submission of the RFP Response. The Bank reserves the right to ascertain information from the organizations with which the Respondents have rendered their services for execution of similar projects.

## 2.8 Timeframe

The timeframe has been provided at the start of this document for the overall selection process. The Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/ intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process. The time schedule will be strictly followed. Interested parties are expected to adhere to these timelines. However, the Bank reserves the right to change the aforementioned timelines.

## 2.9 Late Submission or Rejection of Bid Submission

On-time submission of responses is strongly encouraged and recommended. Tender submissions after the lodgement deadline shall be documented by the Bank and may be considered and evaluated/ rejected at the absolute discretion of the Bank. However, the Bank has no obligation to accept or act on any reason for a late Tender response.

The Bank has no liability to any Respondent who lodges a late tender submission for any reason whatsoever.

Please note that in the following cases, the Bank in its absolute discretion may reject the bids received from the Bidder:

1. Submission of Proposal after the Time stipulated in this RFP Document.
2. Misleading/ incomplete information/ submission of improper/ incomplete documentation.
3. Bid submission without the Respondent's name
4. Price information in any other place than ~~€~~ Commercial Bid envelope
5. Envelopes are not in order as directed in this document

**In the following circumstances, the Bank will have discretion to reject the entire bid or accept the bid with some conditions stipulated by the Bank.**

- Related parties as prescribed as below should not submit more than one bid.
  - a) Bids submitted by the holding company and its subsidiary company;
  - b) Bids submitted by the companies having common director(s)
  - c) Bids submitted by partnership firms / LLPs having common partners
- Bids submitted by companies in the same group of promoters/management
- In case there are multiple submissions by the same organisation, the first submission will be treated as final and all other subsequent submissions/ bids shall be rejected by the Bank.
- Faxed or emailed copies of any submission are not acceptable and shall be rejected by the Bank.

The Bank shall be under no obligation to accept the lowest or any other offer received in response to the RFP and shall be entitled to reject any or all of the offers. Bank has full rights to reissue the tender / bid for any reasons felt necessary by the Bank. The Bank's decision in this regard shall be final, conclusive and binding upon the Bidder.

## 2.10 Page Numbering

All the relevant pages of the response are to be numbered and signed by an authorized signatory on behalf of the Respondent. The number should be unique serial number across the document.

## 2.11 RFP Response Submission Details

The Proposal Response/ Bids shall be submitted to the Bank in two parts viz.

- (a) Technical Bid
- (b) Commercial Bid

**One Set of the bid documents (paper copies) containing the Technical Bid and Commercial Bid {each of these being enclosed in separate sealed envelopes} namely Sub-Envelope 1 and Sub-Envelope 2 respectively - One Hard Copy of the Technical Bid and Commercial Bid and one Soft Copy of the Technical Bid must be submitted to the Bank in one master sealed envelope superscripted “RFP Response for Bank of Baroda – “Integration, Harmonization and Stabilization of Human Resource for the Amalgamation of Bank of Baroda , Vijaya Bank and Dena Bank” SUBMITTED BY <RESPONDENT NAME>.**

It should be noted that in case of any discrepancy in information submitted by the Bidder in hard-copy and soft-copy, the hard-copy shall be given precedence and will form the basis of evaluation and final selection. However, in case of non-submission of any hard copy document, if the same is found submitted in the soft-copy, the Bank reserves right to accept the same at its sole discretion. It is made clear that there should not be any soft copy sent for the Commercial Bid.

All the Envelopes (inside the Master Envelope) should have the following information:

1. **Name of the Bidder**
2. **Type of Offer: Technical Bid/ Commercial Bid**
3. **Date of Submission**
4. **Contact name, number (mobile) and email address of the single point of contact of the Bidder's representative for this RFP**

### Pre Bid Queries:

The Bidder should carefully examine, understand the scope and terms and conditions of the RFP and may seek clarifications, if required. The Bidders in all such cases, seek

clarification in writing in advance, in the same serial order of the RFP by mentioning the relevant Page number and clause number of the RFP. All communication regarding points requiring clarifications on doubts, if any, shall be given in writing to the RFP Co-ordinator by the intending Bidders before the timelines specified.

A Pre-Bid meeting shall be arranged as per the details mentioned under **Key Information on RFP Response Submission**.

### **IMPORTANT POINTS TO BE NOTED**

- a) The sealed bid envelopes should be delivered to the RFP Co-ordinator at the postal address mentioned in the point **“Key Information on the RFP Response Submission”**. The Bank has nominated the RFP Co-ordinator to manage the bid process on behalf of the Bank.
- b) All the queries and communication must be addressed to the RFP Co-ordinator from the Bank.
- c) All envelopes should be securely sealed and stamped. Any discrepancy between the original & duplicate, the original document will prevail.
- d) All letters must be addressed to the RFP Co-ordinator.
- e) Only one submission of the RFP response by each Respondent will be permitted. In case there are multiple submissions by the same organization, the first submission will be treated as final by the Bank for the purpose of evaluation of responses). All responses would be deemed to be irrevocable offers/proposals from the Respondent and may if accepted by the Bank, form part of the final contract between the Bank and the selected Respondent.
- f) Unsigned responses would be treated as incomplete and are liable to be rejected.

#### **2.11.1 RFP Response Submission Details**

- i. The Proposal shall be in two parts viz. Technical Bid and Commercial Bid. Both the Technical and Commercial Bid shall be submitted in separate sealed envelopes super scribing **TECHNICAL PROPOSAL - Integration, Harmonization and Stabilization of Human Resource for the Amalgamation of Bank of Baroda , Vijaya Bank and Dena Bank: TENDER REFERENCE HRM: 111/607+** on top of the envelope containing Technical bid and **COMMERCIAL PROPOSAL - Integration, Harmonization and Stabilization of Human Resource for the Amalgamation of Bank of Baroda, Vijaya Bank and Dena Bank: TENDER REFERENCE NO. RFP: HRM: 111/607+** on top of the envelope containing Commercial Bid.
- ii. The two separate sealed envelope should be put together in a master envelope duly sealed and super scribing **PROPOSAL FOR Integration, Harmonization and Stabilization of Human Resource for the Amalgamation of Bank of Baroda , Vijaya Bank and Dena Bank TENDER REFERENCE NO. RFP: HRM: 111/607+**

- iii. The Proposal should also have the Application Money Demand Draft and the EMD as specified.

**The RFP response document should be submitted to the Bank in Original.**

**Eligibility cum Technical Bid**

**ELIGIBILITY CRITERIA (Annexure 1)**

Applicants must read carefully the eligibility criteria provided in Annexure 1. The Proposal of only those applicants who satisfy all the specified conditions will be considered for evaluation process. To be eligible for evaluation of its Proposal, the Applicant shall fulfil all the Eligibility Criteria given in Annexure 1.

**2.12 Earnest Money Deposit**

The bidders will have to submit the Earnest Money Deposit (EMD or Bid Security) while submitting their bid at the rate stipulated by the Bank in the section on “**Key Information on the RFP Response Submission**”. The Earnest Money Deposit is required to protect the Bank against the risk of the Selected Organizations conduct.

The EMD shall be denominated in the Indian Rupees only and shall be in the form of a Demand Draft favouring %Bank of Baroda+payable at Mumbai or by wire transfer as per the details mentioned in “**Key Information on the RFP Response Submission**”. Any bid not secured in accordance with the above will be rejected by Bank of Baroda as non-responsive.

The EMD of the Respondents may be forfeited by the Bank if the Respondent withdraws its bid during the bid validity period.

**Unsuccessful bidders who have not been selected** . The EMD will be returned by the Bank within two weeks from closure of the selection process. No interest shall be paid on the EMD.

**Security Deposit payable by the Selected Organization or Successful Bid Winner** . The Selected Organization has to deposit with the Bank an amount of 5% of the Contract Value as per the agreement, towards security deposit for the entire period of the contract, which is payable within 15 days from the date of the award of the contract Bank. The Selected Organization's EMD will be adjusted against the security deposit requirement. The EMD of the Selected Organization may be forfeited if it fails to furnish the security deposit within 15 days from the date of communication on selection by the Bank.

**Forfeiture of EMD in the event of Withdrawal by the Selected Organization.** In case the Selected Organization withdraws from the contract/ discharging duties post selection by the Bank and prior to agreement signing, the EMD amount shall not be refunded to the Selected Organization.



## 3 Terms of Reference

### 3.1 Introduction and Overview

Bank of Baroda is one of India's largest Banks with a strong domestic presence spanning 5,450 branches and 10,144 ATMs supported by self-service channels, as well as 107 offices globally including branches of subsidiaries, spanning 23 countries. The Bank has wholly owned subsidiaries such as BOB Cards, BOB Capital and Baroda Global Shared Services. Bank of Baroda also has joint ventures for life insurance with IndiaFirst Life Insurance and for asset management with Baroda Pioneer Asset Management. The Bank owns 98.57% in Nainital Bank. The Bank has also sponsored three Regional Rural Banks namely Baroda Uttar Pradesh Gramin Bank, Baroda Rajasthan Gramin Bank and Baroda Gujarat Gramin Bank.

### 3.2 Background

Govt of India vide Gazette Notification dated 2.1.2019 had announced the Scheme of Amalgamation of Vijaya Bank and Dena Bank with Bank of Baroda w.e.f. 01-Apr-2019. The Bank seeks to deliver a world class Employee experience enabled by an energized and engaged Team. The Bank seeks to integrate the HR functions of the three amalgamating Banks smoothly to enhance the Organisational efficiency.

The objective of the assignment as defined by the Bank are::

- i. To harmonize the HR policies, systems and processes followed by three banks.
- ii. To arrive at equalization of terms of employment to ensure that pay and allowances offered to employees of Transferor Banks are not less favourable, overall, as compared to what they would have drawn in their respective banks before amalgamation (as provided in the Scheme of Amalgamation).
- iii. To integrate the employees of three banks in the amalgamated entity.
- iv. To ensure smooth cultural integration.
- v. To ensure optimization of the use of talent pool available to the amalgamated bank.

### 3.3 Project Scope

#### Scope of Work

#### 1. Harmonization of Pay, Allowances and Benefits (including Terminal Benefits)

As per the Scheme of Amalgamation, the employees of Transferor banks shall hold office or services in the Transferee bank on such terms and conditions as may be approved by Board of the Transferee bank provided the pay and allowances offered to the employees or officers of Transferor banks are not less favourable, overall, as compared to what they would have drawn in the Transferor banks.

Accordingly, the purpose is to draw an equalization matrix of the pay, allowances and benefits (including terminal benefits) of three amalgamating banks and suggest the ways of implementation thereof to ensure that the payment of harmonized structure of pay, allowances and benefits (including terminal benefits) proposed in the amalgamated bank is fair and equitable to employees and officers of three amalgamating banks. The bidder to draw the equalization matrix with the above objective in mind. It may *inter-alia* involve:

- A comparative study of existing pay, allowances and benefits (including terminal benefits) structure across three banks, identifying similarities, differences and opportunities for harmonization.
- Provide harmonization recommendations/options for Amalgamated Bank's benefit plan including adjustments required to reach equalized state, also taking into account financial, statutory, administrative, employee and market considerations.
- Arrive at the equalization matrix.
- Suggest ways to implement the same, including one time action/s required to bring parity leading to equalization.
- Advise the cost and potential liability (including additional provisions that may be required to be made for example against terminal benefits) arising from the recommendations.

## **2. Determination of *inter se* seniority**

As per the Scheme of Amalgamation, the Board of the Transferee Bank in consultation with Reserve Bank of India, may determine the placement of the employees of the Transferor Banks including the determination of their *inter se* seniority vis-à-vis the employees of the Transferee Bank.

The purpose of this is to draw an equalization in *inter se* seniority of employees and officers of Transferor banks vis-à-vis employees of Transferee bank to ensure that the *inter se* seniority proposed is fair and equitable to employees and officers of three amalgamating banks. The bidder to draw the principles and framework for determination of *inter se* seniority with the above objective in mind which may *inter-alia* involve:

- Study of career progression framework in three banks.
- Framework for determination for seniority in three banks including the allowances paid.

## **3. HR Policies Harmonization**

The purpose is to harmonize the different HR policies pursued by three banks including on performance management. The scope of work of the bidder would involve review of various HR policies pursued by three amalgamating banks, provide directional harmonization recommendations based on market prevalent policies, best practices and high employee impact. Also provide the implementation roadmap for the harmonized policies.

#### 4. Career Progression Framework:

The purpose is to align the career progression framework across the three banks, drawing inferences from the policy and the on-ground practices/approach. The proposed bidder will need to design a harmonized career progression framework that is fair and equitable to the employees of three banks. This may *inter-alia* involve:

- Review of existing policies and practices in three banks to identify similarities and differences.
- Conduct role sizing for comparable and populous roles and impact factors
- Provide an equitable framework for managing eligibility & promotion conditions for employees and officers of the amalgamated bank.

#### 5. Talent assessment and Capacity building:

- Study the existing competency frame work for the three amalgamating banks, carry the competency mapping exercise and highlight variances.
- Analysis of demographic aspects of employees such as age, gender, level and years of experience by each function in three banks in order to understand the talent pool available, qualitatively and quantitatively.
- Create a detailed framework with proficiency levels for the amalgamated bank.
- Create an assessment framework for the amalgamated bank and conduct assessment to determine fitment for roles in the new structure.
- Suggest the capacity building measures required to meet the requirements of the amalgamated bank and its structure.

#### 6. Legal Aspects

The recommendations of the bidder on all the areas should take into account the legal aspects / labour laws pertaining to the amalgamation. The successful bidder would also advise on the legal compliances to be made by the amalgamated bank, approach and roadmap suggested on the HR settlements/agreements entered by the three amalgamating banks.

#### 3. 4: Reports and Dashboards

- Design a set of automated reports/ dashboards to enable Senior Management and Board to get related information and analysis for decision making.

#### Project Timelines:

The expected duration for this assignment will be as below:

Post the evaluation process, the Selected Organization would be initially appointed by the Bank for a period of 6 months post signing of the contract..

This may be extended up to 9 months subject to satisfactory performance and at the sole discretion of the Bank as deemed necessary for completion of all the deliverables at no extra cost to the Bank.

The Bank reserves the right to reduce or extend the stipulated timeframe of 6 months without assigning any reasons whatsoever.

### **Project Team:**

As this is a complex and critical project, leadership of project and composition of project team will be the critical success factors. We expect that the project is staffed as follows:

- The Project should be led by a suitably qualified and experienced Project Leader having significant experience as per the project scope including design and hands-on implementation.
- The full-time on-site Project Manager for the entire duration of the project.
- The Project team should comprise members who are qualified in HR areas having minimum of 4 years of post-qualification experience.

The Bank envisages continuous involvement of the Consultant throughout the assignment. A dedicated project team has to work at the Bank's premises for the entire duration of the project. The project team shall consist of a judicious mix of Senior, Middle, and Junior executives having the requisite experience. The project team would need to work under the overall guidance and control of senior executives of the selected organization. Subject Matter Experts should be brought on-board to provide necessary support the dedicated project team when the need arises.

The Selected Organization will work with the Bank's project team in Mumbai/Vadodara for execution of this assignment and will ensure knowledge sharing and transfer all through the assignment.

During the course of the project, there might be related areas which the Bank would like the Selected Organization to undertake which may not have been envisaged earlier. The Bank and the Selected Organization should mutually agree on the additional resources required and associated commercials for the same. The Bank reserves the right to pause the work at any point of time and use the services for partial delivery of select modules of the assignment.

## 4 Evaluation process

### 4.1 Opening of Technical Bids

Technical Bids received within the prescribed date and time will be opened in the presence of the authorized representatives of the firms bidding who choose to attend the opening of the offer on the date and time specified in this RFP document. The Authorized representative of the firm having photo identification, present shall sign a register of attendance. The representative has to submit an authority letter duly signed by the Firm, authorizing him to represent and attend the Proposal opening on behalf of the firm

### 4.2 Preliminary Scrutiny

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

The proposals received by the Bank will be technically evaluated to arrive at the technical scoring as per the scoring methodology specified below the TECHNICAL PROPOSAL EVALUATION CRITERIA. The Bids which are securing the technical score of 60 or more marks out of a total of 100 marks are considered as technically qualified and only those technically qualified Bids will be further processed to find %highest scoring Firms+ as per evaluation methodology under TECHNO COMMERCIAL EVALUATION CRITERIA. The Bank however retains the right to lower the cut off score if adequate number of bids does not qualify with the minimum score specified above.

### 1.3 Bidding Process

In response to the present tender, the Bidder is required to submit the sealed Technical Bid and Commercial Bid containing the documents as per the details in the RFP, along with the documentary evidence, and other documents related to the bid.

The Bidder must enclose the following in the **Technical Bid** to be keep it in Envelope - I

1. Letter of Authorization for Submission of Response as Annexure 2
2. Cover letter as per Annexure 3
3. Undertaking as per Annexure 4
4. Conformity with Hard Copy Letter as per Annexure 5

5. Conformity Letter as per Annexure 6
6. Approach and Methodology as per Annexure 7
7. Credentials as per Annexure 8
8. Team Profile as per Annexure 9
9. List of Deliverables to be provided to the Bank as per Annexure 11
10. Project Plan and Timelines as per Annexure 12
11. A copy of the RFP duly putting the seal and signature on all the pages of the document for having noted contents and testifying conformance of the terms and conditions.
12. CD of the Technical Bid submission

**The RFP Response document should be submitted to the Bank as one single hard copy and one soft copy of the Technical Bid and one hard copy of the Commercial Bid.**

The Bidder must submit the **Commercial Bid** as per the format specified in this RFP only

Commercial Bid to be kept in Envelope . II.

#### **1.4 Bid Evaluation Criteria**

All proposals will be assessed based on a Techno-Commercial evaluation process. The Technical evaluation will have 80% weightage and Commercial evaluation shall have 20% weightage. These weightages shall be taken into consideration for arriving at the Successful firm for this RFP. The evaluation methodologies vis-a-vis the weightages are as under:

The score will be calculated for all Respondents using the following formula:

$$S = (T \times 0.8) + (C \text{ Low}/C \times 20)$$

Where:

S = Score of the Firm

T = Technical score of the firm

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 calculated by arriving at the proportionate score out of 80 for the marks secured by the Bidder in the Technical Evaluation out of 100.

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 20. Marks for other Bidders will be calculated using the formula Commercial Score = Cost of L1 Bidder / Cost quoted by Bidder \* 20.

A Combined score will be arrived at, taking into account both marks scored through Technical Bid evaluation and the nominal commercial quotes with a weightage of 80% for the Technical Bid and 20% for the Commercial Bid as described below.

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	$95 \times 0.8 = 76$	$60/71 \times 20 = 16.9$	$66.5 + 25.35 = 91.85$
2	B	85	65	$85 \times 0.8 = 68$	$60/65 \times 20 = 18.46$	$59.5 + 27.69 = 87.15$
3	C	90	60	$90 \times 0.8 = 72$	$60/60 \times 20 = 20$	$63.0 + 30.0 = 93.0$

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

\*On combined score if there is a tie, the Bidder with the higher Technical score will be awarded the assignment.

However, kindly note that the Bank reserves the right to finalize and if deemed necessary, focus on only the domestic presence of the Bank (and excluding the international presence) from the scope of work, as decided by the Bank. The Bank's decision is FINAL in this regard. The fees payable to the selected Bidder will be determined as per the scope of work finalized by the Bank.

### **Methodology of Evaluation of Technical Bids**

The Bank shall evaluate each Technical Bid taking into account the following criteria:

- a) Approach/ Methodology proposed
- b) Deliverables/ outcomes to be achieved
- c) Timelines for execution
- d) Qualifications and relevant experience of the team members based on the scope of the work
- e) Experience of the Respondent and the team in execution of similar assignments

- f) Details of some of the projects with demonstrated outcomes, if any
- g) Methodology for knowledge transfer to the Bank

Eligible Respondents will be invited by the Bank for a presentation on their Technical Bid.

The Bank will assign marks for the technical evaluation based on the Technical Bid submitted and the presentation made to the Bank's technical evaluation committee.

Kindly Note: RESPONDENTS SCORING A MINIMUM OF 60 MARKS IN THE TECHNICAL BID SHALL ONLY BE CONSIDERED FOR COMMERCIAL BID OPENING.

Commercial Bids of Firms securing less than 60 marks shall be returned unopened, along with the EMD.



**Technical Evaluation Criteria are provided below:**

<b>No.</b>	<b>Particulars</b>	<b>Maximum Marks</b>
<b>1.</b>	<b>Experience and Credentials</b> <ul style="list-style-type: none"><li>• Experience in having undertaken similar assignments in financial services/ in India/ Overseas</li><li>• Market standing of the Bidder, presence in India, including number of offices and manpower and other relevant capabilities</li></ul>	<b>35%</b>
<b>2.</b>	<b>Team Profile</b> <ul style="list-style-type: none"><li>• Experience and profile of the Project Head and Project Manager</li><li>• Experience and profile of the key personnel assigned which includes Subject Matter Experts, team members etc.</li></ul>	<b>30%</b>
<b>3.</b>	<b>Proposed Approach and Methodology</b> <ul style="list-style-type: none"><li>• Understanding of the scope of the assignment demonstrated in the response to the RFP</li><li>• Proposed approach &amp; methodology for the scope of work</li></ul>	<b>25%</b>
<b>4.</b>	<b>Proposed Project Plan and Team Deployment</b> <ul style="list-style-type: none"><li>• Detailed project plan with mapping of activities, milestones and deliverables by phase &amp; module</li><li>• Team deployment plan by phase &amp; module</li></ul>	<b>10%</b>
	<b>Total</b>	<b>100%</b>

## 5 Terms and Conditions

### 5.1 General

#### 5.1.1 General Terms

The Bank expects the Organization to adhere to the terms of this RFP and would not accept any deviations to the same.

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

The Bank expects that the Organization appointed under the RFP shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.

### 5.2 Rules for Responding to this RFP

All responses received after the due date/time as mentioned in “**Key Information on the RFP Submission**” would be considered late and would be liable to be rejected.

All responses should be in English language. All responses by the Organization to this RFP shall be binding on such Organization for a period of 90 days after opening of the responses.

All RFP responses would be deemed to be irrevocable offers/proposals from the Organizations and may be accepted by the Bank to form part of final contract between the Bank and the selected Organization. Unsigned responses would be treated as incomplete and are liable to be rejected.

The responses once submitted cannot be withdrawn/ modified after the last date for submission of the responses unless specifically permitted by the Bank. In case, due to unavoidable circumstances, the Bank does not award the contract within 120 days from the last date of the submission of the responses, and there is a possibility to award the same within a short duration, the Organization would have the choice to withdraw the response.

The Organization may modify or withdraw its offer after submission, provided that, the Bank prior to the closing date and time receives a written notice of the modification or withdrawal prescribed for submission of offers. No offer can be modified or withdrawn by the Organization subsequent to the closing date and time for submission of the offers.

It is mandatory to submit duly filled in details in the formats provided along with this document. The Bank reserves the right not to allow/ permit changes in the technical requirements 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.

In case of discrepancy in soft copy and hard copy of the responses, the Selected Organization agree that Bank will consider hard copy as final and it will be binding on the Selected Organization. The Bank in this case may also reject the offer outright.

The Selected Organization at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in conforming to the terms and conditions and other schedules as mentioned in the RFP circulated by the Bank. The Organization shall be fully responsible for deviations to the terms & conditions etc. as proposed in the RFP.

All Respondents are expected to provide the commercial fee quotation in Indian Rupees for the professional services and out of pocket expenses, and excluding GST in the format given below as also reproduced in Annexure 10. It may be noted that the Bank will not pay any other amount and other expenses like travel and accommodation etc. except the agreed professional fee and applicable GST. The Bank will pay the GST as per the rate applicable at the time of making payment. The TDS amount at prevailing rate shall be deducted from the Selected Organization's payments. The Consultancy firm shall take into account all conditions and difficulties that may be encountered during the course of assignment while quoting their fee.

### **5.3 Others**

Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. The Bank reserves the right to withdraw, cancel or postpone the RFP and subsequent process at any stage, without assigning any reason.

Failure of the Bank to select an Organization shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all responses in part or in full, without assigning any reason whatsoever.

By submitting a response to the RFP/ proposal, the Organization agrees to promptly contract with the Bank for any work awarded to the Organization. Failure on the part of the awarded Organization to execute a valid contract with the Bank will relieve the Bank of any obligation to the Selected Organization, and a different organization may be selected based on the selection process.

The terms and conditions as specified in the RFP and addendums (if any which will be notified on the Bank's corporate website ([www.bankofbaroda.com](http://www.bankofbaroda.com)) thereafter are final and binding on the Organizations. In the event that the Organization is not willing to accept the terms and conditions of the Bank, the Organization may be disqualified. Any additional or different terms and conditions proposed by the Organization would be rejected unless expressly accepted by the Bank in writing.

The selected Organization must strictly adhere to the delivery dates or lead times identified in their proposal and as agreed by the Bank. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Organization's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this RFP) due to the Organization's inability

to meet the established delivery dates or any other reasons attributing to the Organization then that Organization will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank.

The Organization represents that the RFP Response to be submitted shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Organization at no additional cost to the Bank.

The Organization also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Organization of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Organization to fulfil all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.

All terms and conditions, time frame for expected service levels as per this RFP will remain unchanged unless explicitly communicated by the Bank in writing to the Organization. The Bank shall not be responsible for any judgments made by the Organization with respect to any aspect of the Service. The Organization shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels etc. as mentioned in this RFP.

The Bank and the Organization covenants and represents to the other Party the following:

- a) It is duly incorporated, valid existing and in good standing under as per the laws of the state in which such Party is incorporated.
- b) It has the corporate power and authority to enter into Agreements and perform its obligations thereunder. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.

The execution, delivery and performance under an Agreement by such Party:

- a) Will not violate or contravene any provision of its documents of incorporation;
- b) 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;

- c) 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;
- d) To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

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

The Bank would not assume any expenses incurred by the Organization in preparation of the response to this RFP and also would not return the proposal documents to the Organizations.

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

To assist in the scrutiny, evaluation and comparison of offers, Bank may, at its discretion, ask some or all Bidders for clarification on their offer. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. MD & CEO of the Bank will be the final authority in case any interpretation of any clause of the RFP is required and his decision in this regard shall be final.

#### **5.4 Other RFP Requirements**

This RFP may undergo change by either additions or deletions or modifications before the actual award of the contract by the Bank. The Bank also reserves the right to change any terms and conditions including eligibility criteria of the RFP and its subsequent addendums as it deems necessary at its sole discretion. The Bank will inform all Organizations about changes, if any.

The Bank may revise any part of the RFP, by providing a written addendum at any stage till the award of the contract. The Bank reserves the right to issue revisions to this RFP at any time before the award date. The addendums, if any, shall be published on the Bank's website only.

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

Organizations shall have the opportunity to clarify doubts pertaining to the RFP in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to the RFP Co-ordinator mentioned in “**Key Information on the RFP Submission**”, and should be received by the nominated point of contact in writing through email before the scheduled date as indicated in the schedule of timeframe. Responses to inquiries and any other corrections and amendments will be published on Bank’s website in the form of addendum to the RFP or through electronic mail; the preference for distribution would be with the Bank. The Organization, who posed the question, will remain anonymous.

**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 Organizations and the Bank reserves the right for such waivers and the Bank’s decision in the matter will be final.

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

**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 equipment 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.

**Fixed price** . The Commercial Bid shall contain the Commercial Bid which shall be on a fixed fee basis including professional fee and out of pocket expenses of the Respondent (excluding travel, stay or out of pocket expenses of participants).

**Right to Alter Scope** . The Bank reserves the right to alter the requirements specified during the RFP stage. The Bank also reserves the right to add/ modify/ delete one or more units from the list of items specified as part of the requirements for the purpose of the RFP.

If the Bank is not satisfied with the specifications as specified in the RFP and observes major deviations, the proposals of such Respondents will not be short-listed for further evaluation. No further discussions shall be entertained with such Respondents in respect of the proposal submission.

## 5.5 Contract Commitment

The Bank intends that the contract commitment, which is contemplated herein with the successful Bidders, shall be for a period as defined by the Bank as per the specifications contained in Para 2.2. of this RFP.

## 5.6 Payment Terms

Payment as quoted in the bid process and accepted by Bank shall be made as per completion of Modules. The payment terms are given in the Annexure 13. The payment shall be made only upon the completion of the work / assignment to the satisfaction of the Bank in each of the modules. If any of the items/activities as mentioned in the price bid are not taken up by the Bank during the course of the assignment, the Bank shall not pay the professional fees quoted by the Bidder in the price bid against such activity/ item.

## 5.7 Partnering with Other Agencies

The Bank expects a single Bidder having in-house capabilities to deliver the scope as per the Terms of Reference. However, the respondents are permitted with prior written permission of the Bank to associate with individuals/ organizations for delivery of select services and for providing specific propositions to the Bank as deemed necessary to address the scope of work as specified in the Terms of Reference.

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

## 6 General Terms and Conditions

### 6.1 Dispute Resolution

The Bank and the Selected Organisation shall make every effort to resolve amicably, by direct informal negotiation between the Bank and the Respondent, any disagreement or dispute arising between them under or in connection with the contract.

If the Bank's project manager/ co-ordinator and the Selected Organisation's project convenor are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the Emerging authorized personnel designated by the Selected Organisation and the Bank respectively.

If after thirty days from the commencement of such negotiations between the authorized personnel designated by the Selected Organisation and the Bank, the Bank and the selected Bidder have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.

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. Arbitration will be carried out at the Bank's office that placed the order. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings.

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 in Mumbai.

### 6.2 Governing Laws

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



### 6.3 Notices and other Communication

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, facsimile/fax transmission (with hard copy to follow for email/fax), addressed to the other party at the addresses, email and fax number given in the contract.

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/email transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address).

Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

### 6.4 Force Majeure

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

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

If a Force Majeure situation arises, the selected Bidder shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the selected Bidder shall continue to perform the obligations under this Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

## 6.5 Assignment

The selected Bidder agrees that the firm shall not be entitled to assign any or all of its rights and or obligations under this RFP and subsequent Agreement to any entity including the firm'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 RFP along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the obligation of the selected Bidder under this RFP.

## 6.6 Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this RFP document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

## 6.7 Confidentiality

The Parties acknowledge that in the course of performing the obligations under this RFP and subsequent Agreement, each party shall be exposed to or acquire information of the other party, which such party shall treat as confidential. Neither party shall disclose the Confidential Information to a third party.

- Confidential Information+ means any and all information that is or has been received by the Receiving Party+from the Disclosing Party+and that:
- Relates to the Disclosing Party; and
- Is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
- Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or Consultant.
- Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that may be shared by the Bank with the selected Bidder.

- Confidential Materials shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes whether machine or user readable.
- Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years. However, where Confidential Information relates to the Bank's data or data of the Bank customers, including but not limited to the Bank customers or the Bank employees personal data or such other information as the Bank is required by Banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.
- Nothing contained in this clause shall limit selected Bidder from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the selected Bidder shall at no point use the Bank's confidential information or Intellectual property.

The Parties will, at all times, maintain confidentiality regarding the contents of this RFP and subsequent Agreement and proprietary information including any business, technical or financial information that is, at the time of disclosure, designated in writing as confidential, or would be understood by the Parties, exercising reasonable business judgment, to be confidential.

The Parties will keep in confidence and not disclose to any third party any and all Confidential Information available to the Parties, whether such information is given in writing or, is oral or visual, and whether such writing is marked to indicate the claims of ownership and/or secrecy or otherwise. Except as otherwise provided in this RFP, the Parties shall not use, nor reproduce for use in any way, any Confidential Information. The Parties agrees to protect the Confidential Information of the other with at least the same standard of care and procedures used to protect its own Confidential Information of similar importance but at all times using at least a reasonable degree of care.

The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:

- Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisors, agents or employees, who need to know the same for the purposes of maintaining and supporting the equipment provided as a part of the contract. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisors, agents or employees, is in accordance with the terms and conditions and requirements of this RFP; or

- Unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.

In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:

- Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure
- Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorised access by any third party
- Limit access to such Confidential Information and materials to those of its directors, partners, advisors, agents or employees, who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisors, agents or employees, so involved to protect the Confidential Information and materials in the manner prescribed in this document.
- Upon discovery of any unauthorised disclosure or suspected unauthorised disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof
- The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party
  - a) Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisors, as the case may be, which is in the Receiving Party's possession or under its custody and control;
  - b) To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisors to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party;
  - c) So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control;
  - d) To the 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; and

- e) The rights in and to the data / information residing at the Bank's premises, including at the Disaster Recovery Site even in the event of disputes shall at all times solely vest with the Bank.

This shall not be applicable and shall impose no obligation on the receiving party with respect to any portion of Confidential Information which:

- a) was at the time received or which thereafter becomes, through no act or failure on the part of the receiving party, generally known or available to the public;
- b) is known to the receiving party at the time of receiving such information as evidenced by documentation then rightfully in the possession of the receiving party;
- c) is furnished by others to the receiving party without restriction of disclosure;
- d) is thereafter rightfully furnished to the receiving party by a third party without restriction by that third party on disclosure;
- e) has been disclosed pursuant to the requirements of law or by any court of competent jurisdiction, the rules and regulations of any recognised stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure
- f) was independently developed by the Receiving Party without the help of the Confidential Information.

On termination of the RFP and subsequent Agreement, each party must immediately return to the other party or delete or destroy all Confidential Information of the other party and all notes and memoranda (including copies of them) containing Confidential Information of the other party in its possession or control save for that training materials and Documentation that has been provided to the Bank which is contemplated for continued realization of the benefit of the Services. Notwithstanding the foregoing, the selected Bidder may retain a copy of such information (but which shall not include customer data and Confidential Information) as may be necessary for archival purpose.

Where Confidential Information relates to the Bank's data or data of the Bank customers, including but not limited to the Bank customers or the Bank employees personal data or such other information as the Bank is required by Banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.

The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure under

the contract shall not confer on the Receiving Party any rights whatsoever beyond those contained in the contract.

Without prejudice to any other rights or remedies which a Party may have, the Parties acknowledge and agree that damages would not be an adequate remedy for any breach of the clause and the remedies of injunction, specific performance and other equitable relief are appropriate for any threatened or actual breach of any such provision and no proof of special damages shall be necessary for the enforcement of the rights under this Clause. Further, breach of this Clause shall be treated as ~~Material Breach~~ **Material Breach** for the purpose of the contract.

The confidentiality obligations shall survive the expiry or termination of the agreement between the selected Bidder and the Bank.

To ensure the above confidentiality clauses, the qualified Bidders will need to submit a Non-Disclosure Agreement (NDA) within a period of one week of receiving the RFP document, non-submission of which shall make them ineligible for the evaluation process.

## 6.8 Termination

Bank shall have option to terminate / cancel this RFP at any stage without any prior notice.

In following events Bank shall terminate this assignment or cancel any particular order if bidder:

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 bidder to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or
- ▶ The progress regarding execution of the contract/ services rendered by the Service Provider is not as per the prescribed time line, and found to be unsatisfactory.
- ▶ Supply of sub standard materials/ services ;
- ▶ Delay in delivery / installation / commissioning of services.
- ▶ If deductions of penalty exceeds more than 20% of the total contract price.

Bank may terminate subsequent agreement on happening of following events:

- ▶ The selected bidder unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
- ▶ A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the selected bidder and such appointment continues for a period of twenty one (21) days;
- ▶ the selected bidder is subject of an effective resolution for its winding up other than

a voluntary winding up for the purpose of reconstruction or amalgamation.

The selected bidder becomes the subject of a court order for its winding up.

**6.8.1.1** Notwithstanding above, in case of change of policy or any unavoidable circumstances Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving selected bidder at least 30 days prior notice in writing.

The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidder, may terminate this Contract in whole or in part, if the Bidder fails to perform any obligation(s) under the Contract.

In the event of the Bank terminating the Contract in whole or in part, the Bank may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered, and the Bidder shall be liable to the Bank for any excess costs for such similar services.

In the event of termination of the Contract due to any cause whatsoever, (whether consequent to the stipulated term of the Contract or otherwise), Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the selected Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Bidder to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of the contract.

In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by Bank, the selected Bidder herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as Bank may specify including training, where the successor(s) is a representative/personnel of Bank to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

- a) Nothing herein shall restrict the right of Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that maybe available to Bank under law or otherwise.
- b) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

## 6.9 Publicity

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

## 6.10 Solicitation of Employees

The selected Bidder during the term of the contract shall not without the express written consent of the Bank, directly or indirectly:

a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or

b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

## 6.11 Inspection of Records

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

## 6.12 Compliance with Laws

The selected Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all the prevailing laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this RFP and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. Compliance with all applicable laws shall be limited to laws which are directly/ indirectly affecting Bank's business due to the services provided as part of this RFP. However statutory compliance for providing the service mentioned in the RFP needs to be carried out by the selected Bidder.



The selected 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, the Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and 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 and the Bank will give notice of any such claim or demand of liability within reasonable time to the selected Bidder.

The selected Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity shall exclude indirect, consequential and incidental damages.

### 6.13 Order Cancellation

**PART EXIT CLAUSE:** Bank may any time terminate or exit from the agreement for all/some specific services by giving written notice of three months to the Bidder. Bank may choose to utilize its own expertise/use any other service provider with better value proposition for customers or engage an agency identified by the Government/Regulatory/other statutory body to provide all/select services depending upon the nature of technical independence of the services/module on the proposed solution and thus fully/partly exit from the arrangement. In such cases, the amount due for the service/module for subsequent period would not be payable.

### 6.14 Indemnity

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

- The Bank's authorized/ bona fide use of the Deliverables and/ or the Services provided by the Selected Organisation under this assignment; and/ or
- Negligence or willful misconduct of the Selected Organization and/or its employees, agents, in performance of the obligations under this assignment; and/ or
- Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Selected Organization, against the Bank; and/ or
- Claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Selected Organization to its employees, its agents, Respondents and sub-contractors, or breach of any terms, representation or false

representation or inaccurate statement or assurance or covenant or warranty of the Selected Organization under this assignment; and/or

- Breach of confidentiality obligations of the Selected Organization; and/or
- Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights;

The Bank shall notify the bidder in writing as soon as practicable when the Bank becomes aware of the claim and co-operate with the Selected Organization in the defense and settlement of the claims.

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

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

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

## **6.15 Corrupt and Fraudulent Practices**

As per the Government directives, it is required that selected Bidders/ Suppliers/ Respondents observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

- **%Corrupt Practice+** means the offering, giving, receiving or soliciting of anything of values 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 Consultant (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.

The Bank reserves the right to reject a proposal for award if it determines that the selected Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time as per the Bank's discretion, 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.

## 6.16 Violation of Terms

The Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the selected Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

## 6.17 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 the 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.

## 6.18 Non-Disclosure Agreement

The successful Bidder shall execute (a) a Service Level Agreement (SLA), which would include all the services and terms and conditions of the services to be extended as detailed herein and any other conditions as may be prescribed by the Bank; and (b) Non-Disclosure Agreement (NDA). The Bidder shall execute the SLA and NDA within one month from the date of acceptance of Letter of Appointment. The contract shall be executed by the authorized signatory of the Selected Organisation / Consultant.

The 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 vender.

## 6.19 Right to Reject Proposals

The 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. Proposals received from Respondents are liable to be rejected if:

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

- It is received after expiry of the due date and time.
- It is incomplete including non- furnishing the required documents.
- It is evasive or contains incorrect information.
- There is canvassing of any kind.
- It is submitted anywhere other than the place mentioned in the RFP.

## **6.20 No Liability**

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

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

Under no circumstances BOB shall be liable to the Service Provider 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

## **6.21 Substitution of Project Team Members**

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.

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.

## 6.22 Adherence to Standards

The Bidder should adhere to laws of the land and rules, regulations and guidelines issued by the various regulatory, statutory and Government authorities. The Bidder should provide professional, objective and impartial advice at all times and hold the Bank's interest paramount and should observe the highest standard of ethics while executing the assignment.

The Bidder should provide a fully compliant system with latest certification/standards prevailing in the industry and ensure their time to time updation.

The Bank reserves the right to ascertain information from the Banks and other institutions to which the Bidders have rendered their services for execution of similar projects. Such feedbacks from high ranking officials would also form part of selected bidder selection and any strong adverse comment/ action about product or service would make the Bidder ineligible for further assessment/ processing.

## 6.23 Penalty & Liquidated Damages

Notwithstanding Bank's right to cancel the order, penalty at 1% (one percent) of the undelivered portion of the scope of work per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 5% of (the value) of the order value. Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by Bank to the Bidder.

If the selected Bidder fails to complete the due performance of the contract in accordance to the terms and conditions, the Bank reserves the right either to cancel the contract or to accept performance already made by the selected Bidder after imposing Penalty on Selected Bidder. Penalty will be calculated on per week basis and on the same Rate as applicable to Liquidated Damages.

In case of termination of contract the Bank reserves the right to recover an amount equal to 5% of the Contract value as Liquidated Damages for non-performance.

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

Penalty and LD is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the selected Bidder to prove that the delay is attributable to the Bank and Force Majeure. The selected Bidder shall submit the

proof authenticated by the Bidder and Bank's official that the delay is attributed to the Bank and/or Force Majeure along with the bills requesting payment.

- The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.

## 6.24 Audit

The Bank reserves the right to conduct an audit/ ongoing audit of the services provided by the Bidder. The Bidder should allow the Reserve Bank of India (RBI) or persons authorized by it or any audit agency/personnel identified by the Bank to access the Bank's documents, records or transaction or any other information given to, stored or processed by the Bidder within a reasonable time failing which Bidder will be liable to pay any charges/ penalty levied by the RBI/Bank.

The Bidder should allow them to conduct audits or inspection of its books and account with regard to the Bank by one or more officials or employees or other persons duly authorized by Bank.

### **Bank of Baroda reserves the right to:**

- a) Reject any and all responses received in response to the RFP
- b) Waive or Change any formalities, irregularities or inconsistencies in proposal format delivery
- c) Extend the time for submission of all proposals
- d) Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality)
- e) Select the next most responsive bidder if negotiations with the bidder of choice fail to result in an agreement within a specified time frame.
- f) Share the information/ clarifications provided in response to RFP by any bidder, with any other bidder(s) /others, in any form.
- g) Cancel the RFP/Tender at any stage, without assigning any reason whatsoever.
- h) Change the time schedule of the RFP for inviting the bids or evaluation thereof
- i) Modify the quantity or any specifications related to eligibility or technicalities.



## 7 Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, Respondents, representatives, agents, and advisors 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, Respondents, representatives, agents, or advisors.



## **8 Envelope – I (Technical Bid)**

**Annexure 1 – Eligibility Criteria**

**Annexure 2 – Letter of Authorization for Submission of Response**

**Annexure 3 – RFP Response Covering Letter**

**Annexure 4 – Undertaking**

**Annexure 5 – Declaration for Conformity with Hardcopy Letter**

**Annexure 6 – Conformity Letter**

**Annexure 7 – Approach and Methodology**

**Annexure 8 – Credentials**

**Annexure 9 – Team Profile**

**Annexure 11 – List of Deliverables**

**Annexure 12 – Project Timelines**

## **9 Envelope – II (Commercial Bid)**

The Consultant is required to submit the commercials in the format provided in the Appendix (as per Annexure 10).

## **Annexure 1 – Eligibility Criteria**

### **Bidders Eligibility Criteria**

The Bidders must fulfill following eligibility criteria:

- a) The Bidder should be a Private Limited Company/ Public Limited Company/ Partnership/ Limited Liability Partnership (LLP) registered or Incorporated in India. The Bidder should have been in existence for at least 5 years
- b) Core business of the bidder must be in the area of providing consulting/ advisory services in Human Resource Management.
- c) The Bidder should have minimum turnover of INR 25 crores from Advisory/ Consulting Services in each of the last 2 financial years
- d) The Bidder should have tangible positive net worth during the last 3 consecutive financial years
- e) The Bidder should have a team of at least 10HR qualified persons with significant experience in the Financial Services sector
- f) Bidder must have provided consulting / advisory services in HR Area of merger projects in Financial Institutions / FinTech companies in India in the last 5 years.
- g) The Bidder should have never been blacklisted / barred / disqualified by any regulator / statutory body in India.

### **Evaluation of Bids**

Service Provider Selection/Evaluation Process . The evaluation of technical proposals, among other things, will be based on the following:

- Bidder's financial stability and core business coverage
- Bidder should have a dedicated HR M&A practice
- Methodology/Approach proposed for accomplishing the proposed project
- Professional qualifications and experience of the key staff proposed/ identified for this assignment.
- Prior experience of the bidder in undertaking projects of similar or related nature within the Financial Services and FinTech sector
- Activities/ tasks, project planning, resource planning, effort estimate etc.
- Partner should deploy own proprietary assessment tools on their proprietary technology platform and possess internal capability to conduct assessments online/ virtually

Various stages of technical evaluation are presented below:

- Matching the clear eligibility criteria as indicated above
- Short-listing of the bidders based on the fully matched criteria

- Paper evaluation based on response
- Presentation of shortlisted bidders
- Arriving at the final score on technical proposal

The evaluation of the response to this RFP will be done on a 80-20 techno-commercial evaluation method. 80% weightage is to the technical capabilities, while 20% weightage is to the commercial bit

**Technical Bid Evaluation Criteria**

Sr. No.	Criteria	Maximum Marks	Scoring
1	Number of HR M&A and consulting assignments in banks, financial institutions and Fintech companies in past 5 years.	30	Up to 2 engagements . 10 marks  6 marks for each additional such engagement  Subject to maximum of 30 marks
2	Past consulting experience in the above modules for the following set of companies: Banks, Financial Institutions, FinTech Companies, Card Companies	25	5 mark for each separate assignment. Full marks for 5 or more such assignments
3	Number of resources in HR advisory practice in India	10	More than 75:- 10 marks  60-74:- 8 marks  50-59:- 6 marks  40-49:- 4 marks
4.	Average Turnover over the last 2 years (In INR Cr)	10	More than 75:- 10 marks  60-74:- 8 marks  50-59:- 6 marks  40-49:- 4 marks

			<40 . 2 marks
5	Presentation	25	Will be evaluated by Committee Content : 10 Marks Process flow: 10 Marks Quality of Presentation : 5 Marks

Sr. No	Criteria	Supporting documents to be submitted
1	The Bidder should be a Private Limited Company/ Public Limited Company/ Partnership/ Limited Liability Partnership (LLP) registered or Incorporated in India. The Bidder should have been in existence for at least 5 years	Certified copy of the Certificate of Incorporation issued by the Registrar of Companies and Certificate of Commencement of business issued by the Registrar of Companies (For Companies)/ Partnership Deed for partnership firms and relevant Incorporation/ Registration Certificate of RoC (For LLPs)
2	Core business of the bidder must be in the area of providing consulting/ advisory services in Human Resource Management.	A self-declaration by the Bidder on Company's letter head.
3	Bidder must have provided consulting / advisory services in HR Area of merger projects in Financial Institutions / FinTech companies in India in the last 5 years.	
4	The Bidder should have a team of at least 10HR qualified persons with significant experience in the Financial Services sector	List of certified HR Qualified persons in the organisation

<b>5</b>	The Bidder should have minimum turnover of INR 25 crores from Advisory/ Consulting Services in each of the last 2 financial years	Certified copies of Audited Financial Statements or certificate from Auditors providing the turnover details for the last year.
<b>6</b>	The Bidder should have tangible positive net worth during the last 3 consecutive financial years	Certified copies of audited financial statements (and Annual Reports, if applicable) for the last three financial years.
<b>7</b>	The Bidder should not have been black listed by the Union or any State Government/ Government or Semi-Government Departments or Agencies/ Public Sector Undertakings/ Banks and Financial Institutions in India.	A self-declaration by the Bidder on Company's letter head.
<b>8</b>	The Bidder should not be owned or controlled by any Director or Employee (or Relatives of Directors or Employees) of Bank of Baroda.	A self-declaration by the Bidder on Company's letter head.

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

**Annexure 2 – Letter of Authorization for Submission of Response**

To,

The RFP Co-ordinator . **Integration, Harmonization and Stabilization of Human Resource for the Amalgamation of Bank of Baroda , Vijaya Bank and Dena Bank**

Bank of Baroda

Dear Sir,

SUB: Authorization Letter for submitting RFP proposal documents.

REF: Your RFP: HRM: 111/607 dated January 15, 2019

This has reference to your above RFP for Appointment of Consultant for **Integration, Harmonization and Stabilization of Human Resource for the Amalgamation of Bank of Baroda , Vijaya Bank and Dena Bank** Mr./Ms. . is hereby authorized to submit the response documents, to submit sealed response, and to sign any documents pertaining to the RFP on behalf of our organization for all the services required by the Bank as called for vide the Bank's RFP as referred to above, on behalf of our organization. He/ She is also authorized to take decisions on behalf of the company till the RFP process is completed.

Certified photocopy of Power of Attorney (POA) of the person authorizing such person is duly submitted.

We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered for supply by the Organization against this RFP.

The specimen signature is attested below:

Specimen signature of the Representative

Signature of the Authorizing Authority

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

Note:

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

**Annexure 3 – RFP Response Covering Letter**

Date:

To

The RFP Co-ordinator . Appointment of Consultant **Integration, Harmonization and Stabilization of Human Resource for the Amalgamation of Bank of Baroda , Vijaya Bank and Dena Bank**Bank of Baroda

SUB: Response to RFP

REF: Your RFP: HRM: 111/607 dated January 15, 2019

**Integration, Harmonization and Stabilization of Human Resource for the Amalgamation of Bank of Baroda , Vijaya Bank and Dena Bank.** Having examined the above RFP including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to undertake the services in conformity with the said RFP.

We hereby undertake to participate in the RFP process and will provide our services as Consultant if selected, as per the contract signed by the successful Bidder with the Bank.

We confirm that we have not made any changes in the templates provided by the Bank as part of the RFP process, except for filling in appropriate columns.

We confirm that our Organization has not been black listed/ debarred by any Government or Regulatory bodies in India and overseas.

We confirm that our Organization does not have any pecuniary liability nor any judicial proceedings or any restraint restricting us in fulfilling the services.

Signature of the Authorized Signatory

Name:

Designation:

Name of the Organization:

Address:



**Annexure 4 – Undertaking**

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

To

The RFP Co-ordinator - Appointment of Consultant for **Integration, Harmonization and Stabilization of Human Resource for the Amalgamation of Bank of Baroda , Vijaya Bank and Dena Bank**

Bank of Baroda

Sir,

**Sub: RFP for Appointment of Consultant Integration, Harmonization and Stabilization of Human Resource for the Amalgamation of Bank of Baroda , Vijaya Bank and Dena Bank.**

Having examined the RFPs 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 Bank of Baroda in conformity with the said RFPs in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.

- 1) If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the RFP.
- 2) We agree to abide by this Commercial Bid for 90 days from the date of the Commercial Bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
- 3) This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- 4) We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
- 5) We certify that we have provided all the information requested by the Bank in the format requested for. We also understand that the Bank has the exclusive right to reject this offer in case the Bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this 0 0 0 0 0 0 0 0 0 0 0 0 0 0 ..by 0 0 0 0 0 0 0 0 0 0 .20

Yours sincerely,

Signature of the Authorized Signatory

Name:

Designation:

Name of the Firm:

Address:

**Annexure 5 – Declaration for Conformity with Hardcopy Letter**

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

To

The RFP Co-ordinator . Appointment of Consultant for **Integration, Harmonization and Stabilization of Human Resource for the Amalgamation of Bank of Baroda , Vijaya Bank and Dena Bank**Bank of Baroda

Sir,

**Sub: RFP for Appointment of Consultant for Integration, Harmonization and Stabilization of Human Resource for the Amalgamation of Bank of Baroda , Vijaya Bank and Dena Bank**

Further to our proposal dated 05.01.2019, in response to the Request for Proposal on (REF: Your RFP: HRM: 111/ 607 dated January 15, 2019 hereinafter referred to as “**RFP**”) issued by Bank of Baroda (“**Bank**”) we hereby covenant, warrant and confirm as follows:

The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original RFP issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal submitted by us, in all respects.

Yours sincerely,

Signature of the Authorized Signatory

Name:

Designation:

Name of the Organization:

Address:

**Annexure 6 – Conformity Letter**

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

To

The RFP Co-ordinator . Appointment of Consultant **Integration, Harmonization and Stabilization of Human Resource for the Amalgamation of Bank of Baroda , Vijaya Bank and Dena Bank**

Bank of Baroda

Sir,

**Sub: RFP for Appointment of Consultant Integration, Harmonization and Stabilization of Human Resource for the Amalgamation of Bank of Baroda , Vijaya Bank and Dena Bank**

Further to our proposal dated 05.01.2019, in response to the Request for Proposal (REF: HRM: 111/607 dated January 15, 2019 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 RFP 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 sincerely,

Signature of the Authorized Signatory

Name:

Designation:

Name of the Organization:

Address:

## **Annexure 7 – Approach and Methodology**

The Firm should submit the Approach, Methodology and work plan in one integrated document. It should highlight the proposed approach and methodology for delivery of the assignment proposed given the understanding of the Bank. The work plan should also cover ideas and ideas for institutionalization of change with clearly defined timelines, milestones and deliverables. Team structure and staffing pattern should be highlighted clearly in the light of the Bank's stipulation for deploying an experienced team with the requisite skill sets to deliver the scope of the assignment.

The project scope and timelines are as defined in the RFP.

## Annexure 8 – Credentials

The expertise of the organization in executing end to end Leadership Development Programs 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:

Sl. No.	Name of Organisation along with the industry and country where the intervention was undertaken	Scope of the Assignment	Duration of the Assignment	Project Team
1				
2				
.				
.				
.				

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

- Contact Person's Name
- Name of Organization and Designation
- E-mail Address
- Mobile Number

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

**Annexure 9 – Team Profile**

The list should include the team leader and key team members with their proposed role in the assignment

Sr.No.	Name	Age	Qualification	Experience relevant to RFP	Proposed Role in the Assignment

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.

Signature of the Authorized Signatory

Name:

Designation:

Name of the Firm:

Address:

**Annexure 10 – Commercial Bid**

Sr. No	Particulars	Fees*
1	<b>Total Fees</b>	Professional Fees + Out of Pocket Expenses (Kindly note that this should include expenses for the team's travel, conveyance, meals, stay, prints for the purpose of this assignment)
	Phase 1 (A)	
	Phase 2 (B)	
	Total Fees for Phase 1 & Phase 2 across all the four modules as specified in the Terms of Reference (C) = (A) + (B)	

Note:

\* Total fee quoted above shall be all inclusive i.e., Professional Fee as well as all Out of Pocket Expenses (such as Travel, Lodging and Boarding, Conveyance, Printing, Administrative Expenses etc.). The Bank shall not entertain any other claims over and above the cost specified in the Commercial Bid. GST will be separately paid by the Bank on actuals at the prevailing rate and must be excluded from the above quote.

The total price quoted above will be considered as full project cost for execution of end to end deliverables of scope defined in the terms of reference.

Payment of consultancy services would be undertaken as per payment terms mentioned in the contract.

**Total fee quote mentioned above will be considered for scoring in the techno commercial bid evaluation.**

Note: The Bank will be at liberty to deduct at source any amount that may be required under the prevailing laws, rules and regulations.

Signature of the Authorized Signatory

Name:

Designation:

Name of the Firm:

Address:



**Place:**

**Date:**

**Seal & Signature of the Bidder**

**Annexure 11 – Format for Submission of Deliverables**

<b>S. No.</b>	<b>Name of Deliverable</b>	<b>Description</b>	<b>Expected Timeframe for Submission</b>	<b>Draft Template</b>

\*An illustration of the deliverables is also expected to submitted to the Bank

### Annexure 12 – Format for Submission of Project Timelines

	Timeframe						Resources and time proposed
	Month1	Month 2	ō	ō	ō	ō	
1.Activities including Deliverables							
2.Milestones							

**Annexure 13 - Format for RFP Queries**

<b>S. No</b>	<b>Reference clause</b>	<b>Reference page</b>	<b>Query</b>