

Addendum 1 dated 18th February 2019

[A] Important Dates:

#	Particulars	Timeline	
1	Last Date of Submission of RFP	2.00 PM on 12 th March, 2019,	
Response (Closing Date)		Mode: Online	
		URL: https://bobtenders.abcprocure.com	
2 Eligibility Cum Technical Bid 2:30 PM on 12 th March, 2019		2:30 PM on 12 th March, 2019	
	Opening Date	Mode: Online	
		URL: https://bobtenders.abcprocure.com	

Clause in RFP

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No.	Annexure 01 – Table of Contents	Annexure 01 – Table of Contents	
14. Proposed list of Key personnel – Annexure 12 15. List of Assignments – Annexure 13		14. Proposed list of Key personnel – Annexure 13 15. List of Assignments – Annexure 14	
2	Annexure 02 – Eligibility Criteria	Annexure 02 – Eligibility Criteria	
	A) General	A) General	
2. Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) since 1st April 2019 till date.		2. Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) since 1st April 2018 till date.	
3	Annexure 02 – Eligibility Criteria	Annexure 02 – Eligibility Criteria	
	C) Experience & Support Infrastructure	C) Experience & Support Infrastructure	
1. Bidder should have experience for IT Merger & Acquisition in Large Enterprise# in India/ Worldwide. # Total Business mix of the merged entity must be Rs. 2,00,000 Cr		Bidder should have experience for IT Merger & Acquisition in Large Enterprise [#] in India/ Worldwide. # Total Business mix or Turnover of the merged entity must be Rs. 2,00,000 Cr	

Bank of Baroda Confidential Page 1 of 16



4	Annexure 12 – Resource Profile	Annexure 12 – Resource Profile	
	The proposed resources are required to work from multiple location (i.e. Mumbai, Hyderabad, Bangluru or any Branch location).	The proposed resources are required to work from multiple location (i.e. Mumbai, Hyderabad & Bengaluru).	
5	1. Introduction	1. Introduction	
	1.3. Project Scope	1.3. Project Scope	
	1.3.2. Process Flow for the Project	1.3.2. Process Flow for the Project	
	e) Service Provider will design detailed plan for the Migration (i.e. BRD Document, Application Migration Plan, Data Migration Plan, Technical Feasibility of BRD, Infrastructure Augmentation Requirement, Detailed Bill of Material, IT Resource Requirement, Risks and Mitigation Plans, fair price estimates etc.) in coordination with OEMs, Bank and Bank's Managed Service Provider.	e) Service Provider will design detailed plan for the Migration (i.e. BRD Document, Application Migration Plan, Data Migration Plan, Technical Feasibility of BRD, Infrastructure Augmentation Requirement, Detailed Bill of Material, IT Resource Requirement, Risks and Mitigation Plans etc.) in coordination with OEMs, Bank and Bank's Managed Service Provider.	
6	1. Introduction	1. Introduction	
	1.3. Project Scope	1.3. Project Scope	
	1.3.4. Process Flow for the Project	1.3.4. Process Flow for the Project	
	a) The Bidder shall ensure that no other equipment / structure / setup get damaged or impact on existing live operations due to their activities. Any damages caused to Bank property / existing operation due to Bidder's negligence shall be	Adjacent highlighted clause 1.3.4. (a) is deleted	



	passed on the Bidder's account.		
7	2. Evaluation Process	2. Evaluation Process	
	2.2. Evaluation Methodology for Eligible Bidder	2.2. Evaluation Methodology for Eligible Bidder	
	Technical Bid Evaluation	Technical Bid Evaluation	
	Total No. of large scale technology projects# implementations for any BFSI in India or abroad. # Total Business mix of the consolidated entity must be Rs. 2,00,000 Cr. (Max 2 assignments 5 marks each)	Total No. of large scale technology projects* implementations for any BFSI in India or abroad. * Project value should be minimum value of 10 Crores. (Max 2 assignments 5 marks each)	
8	2. Evaluation process	2. Evaluation process	
	2.2. Evaluation Methodology for Eligible Bidder	2.2. Evaluation Methodology for Eligible Bidder	
	Technical Bid Evaluation	Technical Bid Evaluation	
	Total No. of Skilled Employees / Resources (in India) available for the roles mentioned in Annexure 12 Proposed Team Structure of the RFP 15000+ Employees (10 marks) 10000-15000 Employees (7.5 marks) 5000+ (5 marks)	Total No. of Skilled Employees / Resources available in India. • 15000+ Employees (10 marks) • 10000-15000 Employees (7.5 marks) • 5000+ (5 marks)	



9	2. Evaluation Process	2. Evaluation Process	
	2.2. Evaluation Methodology for Eligible Bidder	2.2. Evaluation Methodology for Eligible Bidder	
	Technical Bid Evaluation	Technical Bid Evaluation	
	# Total Business mix of the consolidated entity must be Rs. 2,00,000 Cr.	# Total Business mix or Turnover of the merged entity must be Rs. 2,00,000 Cr	
10	4. General Terms and Conditions	4. General Terms and Conditions	
	d. Bidder shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also so far as it is practicable Bidder shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Bidder or its affiliates.	4.8 Confidentiality d) Bidder shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also so far as it is practicable Bidder shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Bidder or its affiliates. However the bidder may retain such portion of the Confidential Information that is required for compliance with its statutory, regulatory or professional conduct obligations.	
11	4. General Terms and Conditions	4. General Terms and Conditions	
	4.9 Termination	4.9 Termination	
	In following events Bank shall terminate this assignment or cancel any particular order if service provider: 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	In following events Bank shall terminate this assignment or cancel any particular order if service provider: 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	

Bank of Baroda Confidential Page 4 of 16



Failure by Service Provider 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 substandard materials/ services;
- Delay in delivery / installation / commissioning of services.
- ➤ If deductions of penalty exceeds more than 10% of the total contract price.

(Adjacent Highlighted portion is deleted)

The progress regarding execution of the contract/ services rendered by the Service Provider is not as per the prescribed time line, and is not as stipulated in the agreement.

(Adjacent highlighted portion is deleted)

➤ If deductions of penalty exceeds more than 10% of the total contract price.

(Following Addition to clause 4.9 Termination)

Should the bank fail to pay any undisputed sum due to Service Provider within 90 days after raising of invoice, Service provider may discontinue Services which shall not be construed as breaching its obligations hereunder until payment is received

Service Provider shall resume the services immediately after the payment has been made by Bank

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12 4. General Terms and Conditions

4.14 Compliance with Laws Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents. permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under applicable any Law. 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

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Adjacent Highlighted Clause 4.14 Compliance with Laws is deleted.

Bank of Baroda Confidential Page 5 of 16



Addendum 1 dated 18th February 2019

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

13 4. General Terms and Conditions

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4.15 Indemnity

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

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

4. General Terms and Conditions

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4.15 Indemnity

Indemnity shall exclude indirect, consequential and incidental damages. (Adjacent Highlighted portion is deleted)

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

under this provision from any amount
payable to the bidder under this project.



Request for Proposal for Selection of Service Provider for IT Program Management Support for Amalgamation of Bank of Baroda, Dena Bank and Vijaya Bank. Reference no. BCC:IT:PROC:111:09 dated 6th February 2019

Addendum 1 dated 18th February 2019

Additional Clarification to following existing clauses

1. Introduction

1.3. Project Scope

Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP.

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3. Terms and Conditions

3.3. Price Bids

3.3.9. Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP.

As part of project scope if there is any deliverable which is not explicitly mentioned in the RFP, the same needs to be included with no additional cost.

Bank of Baroda Confidential Page 7 of 16



Request for Proposal for Selection of Service Provider for IT Program Management Support for Amalgamation of Bank of Baroda, Dena Bank and Vijaya Bank. Reference no. BCC:IT:PROC:111:09 dated 6th February 2019

Addendum 1 dated 18th February 2019

3.6. Others

3.6.6. The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If functions services, 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 accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.

² 1. Introduction

Bidder need to establish project communication plan and requirement for

Bank of Baroda Confidential Page 8 of 16



internal / external reporting during project 1.3. Project Scope governance phase of the program. Bidder may refer already existing control in the organization. A) General Program Management Define various templates and artefacts project governance, project management, change management, stakeholder communication internal/external reporting. 3 Bidder need to create interim & final 1. Introduction amalgamated IT organizational structure for all vendor's organization inside Bank's 1.3. Project Scope IT of Amalgamated entity and necessary SOPs for all IT processes to achieve integration objectives without disrupting A) General Program Management Bank's operation. SOPs should also be augmented with necessary checklist and Develop Interim and final control mechanism amalgamated IT Organization Structure, SOPs, Internal Controls and Checklists, amalgamation plan, road and timelines to support management objectives. It should provide for all complexities, criticalities and scale; and clearly state the risk factors and implementation plan. Bidder shall only be responsible for 4 1. Introduction compliance with laws that are applicable on the bidder as a provider of services. 1.3. Project Scope A) General Program Management The proposed plans and recommendations should be in compliance with statutory and regulatory requirement. The

recommendations & plan should also



	have control to maintain the confidentiality and integrity of the data.		
5	1. Introduction	Prepare the BCP Plan for all integration and migration activities. This should also include scenario planning, mock run	
	1.3. Project ScopeB) Application	reviews and update in migration / integration plan (if required).	
	b) Application		
	Prepare / Perform BCP during Application Integration/Migration Process.		
6	1. Introduction	During entire integration process multiple mock runs per application will be	
	1.3. Project Scope	conducted. Review would be required accordingly.	
	B) Application		
	Review Mock run results.		
7	1. Introduction	The bidder need to prepare consolidate inventory for financial regulatory, control	
	1.3. Project Scope	and business reports across the three Banks by using report repository provided	
	C) General	through MIS / DWH system. This may also require discussion with Business stake holders.	
	Develop Consolidated Inventory of Financial, Regulatory, Control and Business Reports across the three Banks.		
8	1. Introduction	Multiple comprehensive review as required during the program.	
	1.3. Project Scope		

Bank of Baroda Confidential Page 10 of 16



	C) General	
	Review and validate the functional and migration test cases provided by Bank / Partner.	
9	1. Introduction 1.3. Project Scope D) Infrastructure	Reference architecture should be proposed by studying architecture of individual Bank with integration prospective.
	Conduct full assessment of current physical IT infrastructure of all the 3 banks and develop a strategic long term and short-term consolidation plan using reference architecture design (proposed by Service Provider and approved by the Bank) and recommend the best practices / procedure for the same.	
10	1. Introduction 1.3. Project Scope	Model branch setup will be replica of existing Bank Branch (of three Banks) including all software on model hardware such as printers, passbook printers, scanners etc. This setup will be
	As a pilot project, Service Provider will establish of Model Branch with Consolidation of Branch Infrastructure. Infrastructure requirement for the Model Branch will be provided by the Bank. Subsequently prepare the plan to reflect Branch infrastructure changes required for amalgamation to all the Branches of the Bank. Bank will execute Branch Infrastructure Consolidation Plan through different Service Provider. After Branch	exhaustively used during the pitot brantesting/ Integration testing. Serve provider need to maintain to configuration/s, versions during intertesting through proper charmanagement process.

Bank of Baroda Confidential Page 11 of 16



	Infrastructure Consolidation Service		
	Provide will review and provide Gap		
	analysis and provide plan for issue		
	resolution (if any).		
11	1. Introduction	Bidder need to take ownership of all recommendations / design / project plan / data migration plan till the transition to	
	1.3. Project Scope	Bank or Bank's designated service	
		provider. Needless to say Bidder to	
	F) Guiding principles for technology	involve for the PMO, BRD preparation,	
	integration	test case review, test result review, BCP / Scenario planning and review of result	
		of the various reviews to successfully	
	Take Complete Ownership of all	integrate the application and	
methodology and Enterprise in Architecture throughout the		Infrastructure. Ownership of successful	
		implementation lies with the Bidder.	
		·	
	engagement.		
12	4. General Terms and Conditions	The visit shall be for audit of the work of	
'-	4. Scheral refinis and Soliditions	related to bank only Which shall not the	
	4.13 Visitorial Rights	beyond the scope of this project.	
	The Bank and its authorized		
	representatives, including Reserve Bank		
	of India (RBI) or any other regulator shall have the right to visit any of the Bidder's		
	premises without prior notice to ensure		
	that data provided by the Bank is not		
	misused. The Bidder shall cooperate with		
	the authorized representative/s of the		
	Bank and shall provide all information/		
	documents required by the Bank.		
	accuments required by the bank.		
13	Annexure 17 – List of Applications	Section refers to small internal	
		applications (e.g. travel claim, e meetings	
		etc.) in the form of web applications	
	Annexure 17 (D) - Application		
	Implementation Schedule		
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Bank of Baroda Confidential Page 12 of 16



	22. Other Application used for Bank's internal processes (To be migrated on		
	single platform) (Approx. 50+).		
	ditional Clarifications		
1	1.5. Delivery		
	Timelines mentioned under the section should be referred as Bank Business days.		
2	Tools		
	Microsoft Project and Share Point Licenses will be provided by Bank for the project Management. However any other tool which is required by service provider to execute this project, need to be factor by service provider as part of bid submitted by them.		
3	Application Details		
	Bidder may refer public information available on Bank's website / User manuals / App store information for necessary inputs. Bank largely use native application for mobility. Web technology stake comprises of java / Microsoft technology stack.		
4	Scope of Work		
	During the execution of the project, Bank will provide available information on as is basis and format. However successful bidder is required to do due diligence using mythologies such as discovery.		
Ad	ditional Clauses		
5	1. Introduction		
	1.3. Project Scope		
	1.3.5. Process Flow for the Project		
	c) Any data of the Bank under the control of service provider should not be hosted on cloud (including tools data except Microsoft Projects & Sharepoint provided by Bank).		

Bank of Baroda Confidential Page 13 of 16



Request for Proposal for Selection of Service Provider for IT Program Management Support for Amalgamation of Bank of Baroda, Dena Bank and Vijaya Bank. Reference no. BCC:IT:PROC:111:09 dated 6th February 2019

Addendum 1 dated 18th February 2019

6	Annexure	12 _	Resource	Profile
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Additional Resource Profile as follows:

Role	Responsibility	Indicative Experience
SME (IT	Plan, design and review security	15+ years of IT security
Security)	requirements, controls and its compliance during entire application and technology integration to safeguard bank's IT infrastructure assets.	Large Bank. experience

7 | Revised Clause "1.3 Payment Terms"

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

The method and conditions of payments to be made to the successful bidder as per:

- 100% of the Applications Rationalization Report cost (as per deliverables mentioned in Point 2 under clause 1.5 Delivery) plus applicable taxes after submission of Acceptance Sign off of deliverables against mentioned milestones in the form of Acceptance Form should be signed by both Bank's identified Project Manager & Service Provider representative.
- 100% of the Interfaces Rationalization Report cost (as per deliverables mentioned in Point 3 under clause 1.5 Delivery) plus applicable taxes after submission of Acceptance Sign off of deliverables against milestones in the form of Acceptance Form should be signed by both Bank's identified Project Manager & Service Provider representative.
- 100% of the Licenses Rationalization Report cost (as per deliverables mentioned in Point 4 under clause 1.5 Delivery) plus applicable taxes after submission of Acceptance Sign off of Deliverables against mentioned milestones in the form of Acceptance Form should be signed by both Bank's identified Project Manager & Service Provider representative.
- 90% of the Application wise Infrastructure Rationalization Report cost (as per deliverables mentioned in Point 5 under clause 1.5 Delivery) plus applicable taxes after submission of Acceptance Sign off of deliverables against mentioned milestones in the form of Acceptance Form should be signed by both Bank's identified Project Manager & Service Provider representative.
- 90% of the Application wise Business Requirement Specification Document cost (as per deliverables mentioned in Point 6 under clause 1.5 Delivery) plus applicable taxes after submission of Acceptance Sign off of deliverables

Bank of Baroda Confidential Page 14 of 16



- against mentioned milestone in the form of Acceptance Form should be signed by both Bank's identified Project Manager & Service Provider representative.
- 90% of the Application wise Data Migration Strategy cost (as per deliverables mentioned in Point 7 under clause 1.5 Delivery) plus applicable taxes after submission of Acceptance Sign off of deliverables against mentioned milestone in the form of Acceptance Form should be signed by both Bank's identified Project Manager & Service Provider representative.
- 10% of the Infrastructure Rationalization, Business Requirement Specification Document, Data Migration Strategy cost (as per deliverables mentioned in Point 5, 6 & 7 under clause 1.5 Delivery) plus applicable taxes after submission of all the Acceptance Sign off of deliverables against mentioned milestone for all the applications in the form of Acceptance Form should be signed by both Bank's identified Project Manager & Service Provider representative.
- 80% of the Application wise Architecture preparation, Infrastructure
 Augmentations requirement, Bill of Material & Timeline plan delivery cost (as
 per deliverables mentioned in Point 8 under clause 1.5 Delivery) plus
 applicable taxes after submission of Acceptance Sign off of deliverables against
 mentioned milestone in the form of Acceptance Form should be signed by both
 Bank's identified Project Manager & Service Provider representative.
- 10% of the Architecture preparation, Infrastructure Augmentations requirement, Bill of Material & Timeline plan delivery cost (as per deliverables mentioned in Point 8 under clause 1.5 Delivery) plus applicable taxes after submission of Acceptance Sign off of deliverables against mentioned milestone for all the applications in the form of Acceptance Form should be signed by both Bank's identified Project Manager & Service Provider representative.
- 5% of the Architecture preparation, Infrastructure Augmentations requirement, Bill of Material & Timeline plan delivery cost plus applicable taxes after submission of Interim Architecture in the form of Acceptance Form should be signed by both Bank's identified Project Manager & Service Provider representative.
- 5% of the Architecture preparation, Infrastructure Augmentations requirement, Bill of Material & Timeline plan delivery cost plus applicable taxes after submission of End State Architecture in the form of Acceptance Form should be signed by both Bank's identified Project Manager & Service Provider representative.
- Project Management Office cost (as per deliverables mentioned in Point 9 under clause 1.5 Delivery) Payable quarterly at the end of each quarter against receipt of satisfactory support report of previous quarter from the Bank's identified Project Manager.
- 90% of the Application wise Review of Test Cases & Test Run Report cost (as per deliverables mentioned in Point 10 under clause 1.5 Delivery) cost plus applicable taxes after submission of Acceptance Sign off of deliverables against mentioned milestone in the form of Acceptance Form should be signed

Bank of Baroda Confidential Page 15 of 16



by both Bank's identified Project Manager & Service Provider representative.

- 90% of the Application wise Transition Management Plan cost (as per deliverables mentioned in Point 11 under clause 1.5 Delivery) plus applicable taxes after submission of Acceptance Sign off of deliverables against mentioned milestone in the form of Acceptance Form should be signed by both Bank's identified Project Manager & Service Provider representative.
- 10% of the Test Cases, Test Run Report & Transition Management Plan (Mentioned in Point 10 & 11 under clause 1.5 Delivery) cost plus applicable taxes after submission of Go live closure sign off the project in the form of Go live closure sign off should be signed by both Bank's & Service Provider representative.
- Any other cost will be linked with one of the milestone and payment for the same will be release as per associated milestone.

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

The Bank will pay invoices within a period of 45 working days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected bidder within 15 working days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 45 working days from the date the dispute stands resolved.

All other Terms & Conditions are same as per our RFP Reference no. BCC:IT:PROC:111:09 dated 6th February 2019 for Selection of Service Provider for IT Program Management Support for Amalgamation of Bank of Baroda, Dena Bank and Vijaya Bank.

Bank of Baroda Confidential Page 16 of 16