

## Request for Proposal (RFP)



### Selection of Knowledge Partner - Design & Implementation of Comprehensive leadership training programme -“WeLead II”

Date: 16.March 2019

**RFP Reference: RFP: Apex**

**REQUEST FOR PROPOSAL (RFP) for Selection of Knowledge Partner - Design & Implementation of We Lead II**

**Key Information on the RFP Response Submission**

S. No.	Particulars	Timeline
1	RFP Issuance Date	16 March 2019,
2	RFP Co-ordinator	Mr.Pankaj Kumar M.Jani Head ,Apex Academy Baroda Apex Academy 6 <sup>th</sup> Floor, Sector 11, Gandhinagar, Gujarat 382010, India
	Telephone	079-23973218
	Email id	<a href="mailto:external.training@bankofbaroda.com">external.training@bankofbaroda.com</a>
3	Last Date of Written request for Clarifications Before the Pre-bid	4:00 pm on 30 <sup>th</sup> March 2019

S. No.	Particulars	Timeline
	Meeting	Email with clarifications to be mailed to <a href="mailto:external.training@bankofbaroda.com">external.training@bankofbaroda.com</a>
4	Pre-bid Meeting	10:00 Am on April 1 <sup>st</sup> ,2019 Address: Baroda Apex Academy, Sector 11, Gandhinagar, Gujarat 382010, India
5	Last Date and Time of Receipt of RFP Response	2:00 pm on April 10 <sup>th</sup> ,2019
6	Time and Date of Opening of Technical Bids	2:30pm on April 10 <sup>th</sup> ,2019 Conference Room, 7 <sup>th</sup> Floor Baroda Apex Academy Sector 11, Gandhinagar, Gujarat 382010, India
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	Baroda Apex Academy, Bank of Baroda Sector 11, Gandhinagar, Gujarat 382010, 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 5,00,000/- (Rupees Five Lakh Only) <i>Bank of Baroda Account Information:</i> Account Holder Name: Bank of Baroda Account Number: 29760400000309 IFSC Code: BARB0VIDHAN SWIFT Code :BARBINBBAHM

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

Following terms are used in the document interchangeably to mean:

“Assignment” means the work to be performed by the selected Bidder pursuant to the Contract

“Bank” means Bank of Baroda

“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

“Day” means calendar day

“Personnel/ Resources” means professionals and support staff provided by the Bidder

“Proposal/ Bid/ Tender” means Response to the RFP Document

“RFP” means Request for Proposal

“Respondent, Recipient, Consultant and Bidder” means interested and eligible applicants responding to this RFP

“Scheduled Bank” means bank which is listed in the Second Schedule of the Reserve Bank of India Act, 1934

“Successful/ Selected Bidder/ Organization” 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

## 1.4 Background and Purpose

Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Head office at Baroda Bhavan, R C Dutt Road, Alkapuri, Baroda - 390007 (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 selection of “Knowledge Partner for Design & Implementation of the “ **WeLead II.**”

Bank of Baroda is one of the largest Public Sector Banks in India with international operations in 22 countries. In India, the Bank has an extensive branch network of 5,573 branches and 9,180ATMs. Bank of Baroda has a reputation of being at the forefront in the usage of technology. The Bank’s HR policies and processes are aimed at all-round development of the Bank’s talent. The Bank has been a pioneer of several leading HR practices.

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 **“Knowledge Partner for Design & Implementation of the Comprehensive Leadership programme that would know/referred as Welead II”** in subsequent para/sections/ communication.

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 Knowledge Partner 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 selection of a Knowledge Partner for Design & Implementation of “We lead II” for selected participants at the level of officers Scale I to General Managers scale VII of the Bank .

Bank of Baroda seeks to undertake senior leadership development journey with multiple interventions for selected participants who would be part of the leadership Programs described in Section 3 of this RFP.

### 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, contractors, 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.

### Disclaimer



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

### 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.

### 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.

### 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.

### 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.

### 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.

## 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

### 1.4 RFP Response Submission

#### Application Money

Application Money as mentioned in “**Key Information on the RFP Response Submission**” by way of Demand Draft favouring ‘Bank of Baroda’, payable at Gandhi Nagar Gujarat, 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.

#### 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.

#### Validity Period

RFP Responses must remain valid and open for evaluation according to their terms for a period of at least 90 days from the last date of submission of RFP responses.

### 1.4 Appointment Period

Post the evaluation process, the Selected Organisation would be initially appointed by the Bank for a period of 15 months which may be extended up to 24 months at the sole discretion of the Bank, and as deemed necessary, subject to satisfactory performance.

#### 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 Application 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.

### 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.

### Disqualification

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

### 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.

### 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.

### Time frame

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.

## 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 should not submit more than one bid. 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.

## 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.

## 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 – Selection of Knowledge Partner for Design & Implementation of “WeLead II” in Bank of Baroda” 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”. The queries may be forwarded to [external.training@bankofbaroda.com](mailto:external.training@bankofbaroda.com) as per the information provided by the Bank.

**IMPORTANT POINTS TO BE NOTED**

- A.i.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.
- A.i.b) All the queries and communication must be addressed to the RFP Co-ordinator from the Bank.
- A.i.c) All envelopes should be securely sealed and stamped. Any discrepancy between the original & duplicate, the original document will prevail.
- A.i.d) All letters must be addressed to the RFP Co-ordinator.
- A.i.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.

A.i.f) Unsigned responses would be treated as incomplete and are liable to be rejected.

#### 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 FOR APPOINTMENT OF KNOWLEDGE PARTNER FOR DESIGN & IMPLEMENTATION OF THE WE LEAD-II PROGRAMME: on top of the envelope containing Technical bid and "COMMERCIAL PROPOSAL FOR APPOINTMENT OF KNOWLEDGE PARTNER FOR DESIGN & IMPLEMENTATION OF THE WE LEAD-II PROGRAMME: TENDER REFERENCE NO 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 APPOINTMENT OF KNOWLEDGE PARTNER FOR DESIGN & IMPLEMENTATION OF THE "WE LEAD-II "PROGRAMME
- 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)**

- i) 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.

#### **Earnest Money Deposit**

The Firm 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 Gandhi Nagar, Gujarat 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 Firms 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 communication on the selection as Knowledge Partner by the 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 as Knowledge Partner 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

#### 1.4 Introduction and Overview

Bank of Baroda is an Indian state-owned International banking and financial services company headquartered in Vadodara (earlier known as Baroda) in Gujarat, India. It is the second largest bank in India, next to State Bank of India. Its headquarters is in Vadodara, it has a corporate office in the Mumbai

##### Purpose

Bank of Baroda seeks to undertake a comprehensive leadership development journey through multiple learning and development interventions called the "WELEAD II" for identified approximately 4900 officers/executive in Scale –I to VII of the Bank for a period of 9 to 12 months varying on the level programme.

The Bank, for this purpose, invites responses from the Organisations interested in participating in this RFP. The Respondents must also comply with the RFP requirements mentioned and submit the required proposal as per the RFP. Apart from the above, the Organisation must also agree to the Terms & Conditions contained in this RFP entirely.

##### Background

Bank of Baroda has been at the forefront of instituting leading HR policies and processes aimed at all-round development of its talent.

As part of its ongoing transformation, the Bank aspires to build a pipeline of leaders having the potential, who are ready to take on key leadership roles and who will play an instrumental role in driving the future growth of the Bank. Therefore Bank had

introduced a comprehensive Leadership programme named “We Lead” in the month of November 2017 with the objective of building a robust and sustainable pipeline of leaders in the Bank. Under Welead programme, the following -04- Level programme were designed.

- I. **Baroda Senior Leadership programme (BSLP) for Scale VI & VII**
- II. **Baroda Emerging Leaders Programme(BELP) for Scale V**
- III. **Rising Stars Programme (BRSP)for Scale IV**
- IV. **Sayaji Rao Gaekwad Scholars Programme (SGSP) for Scale I, II & III**

These programs under Welead were designed to be hugely aspirational and also formed unique learning experiences for the selected candidates and these programmes have been widely accepted and appreciated at all levels of the Bank.

### **Proposed programme**

Strong leaders at all levels within an organization are a requisite for business success, therefore, Bank of Baroda is planning to initiate another proposed leadership programme in the name of “Welead II” on the similar format for new batch of officers/executives and this leadership training programme will run across 4 levels of officers and executive of the Bank and the programs are named as

- I. **Baroda Senior Leadership programme(BSLP-II) for Scale VI & VII**
  - II. **Baroda Emerging Leaders Programme-II(BELP-II) for Scale V**
  - III. **Rising Stars Programme-II (BRSP-II)for Scale IV**
  - IV. **Sayaji Rao Gaekwad Scholars Programme-II (SGSP-II) for Scale I, II & III**
- &**
- V. **WeLead Plus- Advanced version of Welead I**

The Program must address how they can move to the "next level" of leadership. The duration for this program is 9 to 12 months covering development of leadership attributes for being effective operational leaders. This distinctive leadership development programme envisages a unique vision for proper grooming of the officers and Executives in order to shape up their skills and acumen for taking up challenging leadership positions in the time ahead.

Apart from other leadership inputs, this Program has also cover behavioural aspects such as:

- Leading teams, collaboration and conflict resolution
- Mentoring junior team members
- Handling complexities
- Negotiation skills



- Innovation and entrepreneurial mind set
- Critical and strategic thinking
- Driving transformation.

Bank of Baroda seeks to select a competent Organisation as Knowledge Partner for Design & Implementation Welead II Program for the Bank. The objective is to partner with the 'best in class' Knowledge Partner for effective Design & Implementation of the **"WeLead II"** Program so as to achieve the end objectives as defined by the Bank.

The Bank expects the Welead II Program to run for duration of approximately 9 to 12 months for the leaders as identified by the Bank based on past performance, future potential and other factors. The Bank may at its sole discretion extend/ reduce the duration of the We Lead II. The Bank proposes to commence the Program for the participants in **April 2019**.

### Project Scope

Bank of Baroda seeks to appoint a competent organisation to work with the Bank as Knowledge Partner for developing the leadership competencies for the identified officer/exec. It is expected that the Selected Organization will have necessary expertise, experience, capabilities and knowledge in making the Welead II 'truly effective' which achieves the end objectives and outcomes as defined by the Bank at the outset and which shall broadly cover the areas listed below. The expected number of participants in this Program would be 4900.

#### Details description of programs under "WeLead II"

SI No	Category	No. of participants to be covered	Target Group
1	Baroda Senior Leadership programme-II	150	Dy. General managers and General Managers (Scale VI & VII)
2	Baroda Emerging Leaders Programme-II	275	Asst. General Managers (Scale V)
3	Baroda Rising Stars Programme-II	575	Chief Managers (Scale IV)
4	Sayaji Rao Gaekwad Scholars Programme-II	3900	Officers/Managers & Sr. Managers Scale (I to III)

#### Welead Plus

SI No	Category	No. of participants to be covered	Target Group	Program
01	Advance Level	865	Officer JMG I to SMG V	This program will cover 3 module (detailed description give under )
02	Fellowship Program	25	Scale VI & VII	Fellowship program from B schools , Premier institutions and Universities

**Programme Module : Welead II**

Category under Welead II	Module I Programme Design	Module II Leadership Diagnosis	Module III IDP design	Module IV Customized learning & Development Interventions	Module V
<b>BSLP-II</b>	Selected organization is expected to undertake and prepare to detailed design of assigned category	Identified tools are expected to be procured by the knowledge partner/selected org	The knowledge partner is required to proposed an IDP based on the results of the leadership diagnostic tools	The Knowledge Partner is expected to facilitate a series of customized learning and development interventions designed for accelerating Leadership Effectiveness and aligning it to the business requirements of the Bank	<b>Review mechanism on completion of the Leadership interventions</b>
<b>BELP-II</b>					
<b>BRSP-II</b>					
<b>SPSG-II</b>					

**Programme Module: Welead Plus**

Category under Welead Plus	Module I Programme Design	Module II Leadership Diagnosis	Module III IDP design	Module IV Customized learning & Development Interventions	Module V Impact assessment on completion of leadership intervention
Advance Level for Scale I to V	<b>Applicable</b>	<b>Not applicable</b>	<b>Not applicable</b>	<b>Applicable</b>	<b>Applicable</b>
Fellowship Program for Scale VI & VII	<b>As per the fellowship program</b>				

**TIME FRAME OF THE ASSIGNMENT**

Sl No	Category	Module I	Module II	Module III	Module IV	Module V
1	BSLP-II	Within 06 weeks after signing of contract		Within 24 weeks		Within 36 weeks
2	BELP-II					
3	BRSP-II	Within 9 weeks				Within 39 weeks
4	SPSG-II	Within 12 weeks		Within 30 Weeks		
5	Welead Plus	Within 24 weeks				

The scope of this assignment comprises the following modules as described below.

- Definition of the key objectives and expected outcomes of the leadership journey
- Administering the mutually agreed set of leadership diagnostic tools for the selected participants that would serve as the baseline

- Definition of the Individual Development Plan based on leadership competency gaps of each participant assessed
- Design of interventions (Classroom sessions, live projects etc.) that would address the leadership competency gaps of each participant
- Rollout of all the customized interventions proposed for the selected participants to assess a shift in leadership competencies.

The response to the RFP is expected to include a detailed understanding of the Respondents on the objectives of the leadership journey, proposed leadership diagnostic tools, proposed interventions to address the Program objectives, and expected outcome of this exercise.

### **Program Design:**

The bidder may response and submits any one selected program or multiple programs or all -05 different programs together in a single bid, however the requirement of leadership in different level is different, therefore, there cannot be a common module or design for all programs.

The details of each module as provided above are contained in the paragraphs below.

### **Module 1: Program Design (All category except Welead plus)**

The scope includes definition of the key objectives of the “Welead II” Program which would be defined subsequent to discussions with key stakeholders of the Bank. This would also include the overall desired outcomes and a plan for undertaking an impact assessment to ascertain achievement of the objectives laid out at the start of the Program.

The Bank will also share the information as mutually agreed with the Selected Organization for execution of the “Welead II” Program. This may include reports and other information on the participants as deemed necessary. The Bank will also share the Leadership Competency Model which would contain the desired competencies expected to be developed by all the participants at the end of the journey.

The Selected Organization is expected to subsequently undertake and prepare the detailed design of the assigned categories executed under the “**WeLead II**” Program. Some elements which are expected to be included have been indicated under Module 3. The Selected Organization is required to finalise the details including list of topics for projects and cohorts as needed for the Program. The details should include timeframe and sequencing of all interventions along with the milestones and expected outcomes.

The design is to be decided and finalised by the Selected Organisation in consultation with the Bank and the same needs to be finally signed off by the key stakeholders of the Bank prior to implementation and selected organisation will

separately design under module-I for different program as per leadership requirement of each scale under Welead II.

**For Welead plus: There will be two programme under i.e**

1. **Advance Level for Scale I to V** : This program will be advanced version of Welead I, hence the selected Organization is expected to subsequently undertake and prepare the detailed design of this program and separate scale wise design will be submitted, which mean all participants cannot get same program coverage.
  - A. Scale I to III
  - B. Scale IV
  - C. Scale V
2. **Fellowship Program for Scale VI & VII**: Under this programme selected Organization is expected to undertake & facilitate the fellowship program with premier institutions or universities in India or abroad and provide technical and other support to the selected participants. The design is to be decided and finalised by the Selected Organisation in consultation with the Bank

**Module 2: Leadership Diagnosis (All categories except Welead Plus)**

The Bank expects the Selected Organization to propose and procure robust and tested leadership diagnostic tools which are high on reliability and validity, and administer the same for all the participants of the “WeLead II “Program at the start of the journey. The tools to be administered would be discussed and mutually agreed by the Bank and the Selected Organization.

Kindly note that the identified tools are expected to be procured by the Knowledge Partner/ Selected Organization. Sample reports of the tools proposed are required to be submitted to the Bank as part of the Technical Bid.

The proposed tools may be in the following tools **depends up the category**:

- Psychometric assessment tool
- 180/360 degree feedback tool
- Leadership capability assessment tool or any additional tool(s) if and as deemed relevant
- Individual Competency assessment through one on one focused interview

All the reports are expected to be provided separately and summarised into one consolidated document containing stakeholder feedback for each participant which would form the baseline for the Individual Development Plan (IDP) design of each participant.

**Module 3: Individual Development Plan (IDP) Design (All categories except Welead Plus)**

The Knowledge Partner is required to propose an individual Development Plan based on the results of the leadership diagnostic tools / assessment for each participant and this IDP is expected to clearly provide inputs that would be provided for development of each participant.

Based on the reports, **individual feedback** is to be provided to each participant based on which the Individual Development Plan will be prepared and agreed with each participant and the appointed coach.

#### **Module 4: Customized Learning and Development Interventions (All category)**

The Knowledge Partner is expected to facilitate a series of customized learning and development interventions designed for accelerating Leadership Effectiveness and aligning it to the business requirements of the Bank. Each of the proposed interventions should be explained in granularity with details on the proposed methodology and expected outcomes. The duration and frequency of each intervention should also be defined.

- live projects (one group) for each participant as agreed with the Bank
- Class-room sessions covering key leadership competencies (Respondents are free to propose additional days based on their suggested approach)
- External leadership speaker sessions.
- Development of Mentoring capabilities in the participants so that they can act as Mentors for the next level of leaders in the Bank
- Virtual Learning platforms (Webcasts, Webinars, Workshops) providing anytime, anywhere access to learning has to be suitably woven into the program
- Session(s) on Wellness/ personal reflections /well-being
- Any other interventions as proposed and agreed as part of the program design.
- Minimum 10 days class room session for each category which will include
  1. **Common sessions for all categories-** Leading self -01 day, Leading others -01 day, Leading Business-01, Wellness -01 day
  2. **IDP Coaching** – Specific competency based IDP coaching -06 days

The selected Knowledge Partner must leverage technology for this Program and effectively use Mobile Apps for Performance Tracking, Information dissemination, participation across diverse activities (Quizzes, developmental activities, diverse learning points), experience sharing etc .It would be an added benefit if participants are provided access to a digital repository on leadership competencies.

In case and as deemed necessary, the Selected Organization is permitted to have an association with individual(s)/ firm(s) for specified sessions/ areas as deemed necessary and as agreed and signed off by the Bank in Module 1.

#### **Module 5:**

## **Review and Impact Assessment on Completion of the Leadership interventions (All category)**

The Selected Organization is expected to propose and design a mechanism to assess the impact of the planned interventions for each leader and the progress made across the parameters for the leadership journey undertaken, as well as on completion of the leadership journey.

The Selected Organization is expected to administer the leadership diagnostic tools as deployed as part of the base lining, to assess the impact for each participant.

### **Team:**

During the execution of the “**WeLead II**” Program as finalised by the Bank, the Selected Organization will work with the Bank’s project team all through the assignment, the Selected Organisation’s team shall work under the overall guidance and supervision of its Top Executive. As and when the need arises, subject matter experts required to deliver various aspects of the Program need to be available to supplement the efforts of the core team.

The consultant team shall work with the Baroda Apex academy team in Gandhinagar, Gujarat.

It is pertinent to note that a single Team Leader as coordinator should be proposed by the selected organization for the overall assignment for each programmes under we lead II. Module owners may be indicated separately. No changes will be permitted in the Team Leader as well as the team members proposed, without explicit and prior written approval of the Bank.

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 70 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.

#### 4.3 Bidding Process

A process has been adopted for selection of the Knowledge Partner for Design and Implementation of the “**WeLead II**” for the Bank.

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 kept 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. Understanding of the Scope & Objectives of the proposed interventions, proposed Approach including proposed interventions and diagnostic tools, and associated timelines 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
10. Project plan with detailed activities, milestones and timeframes
11. A copy of the RFP along with the addendum 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.**

Commercial Bid to be kept in Envelope – II.-Annexure 10(Use separate envelope for applicable individual categories)

#### 4.4 Bid Evaluation Criteria for Each category

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*0.8 = 76.0	60/71*20 = 16.9	76.0+16.9 = 92.9
2	B	85	65	85*0.8 = 68.0	60/65*20 = 18.5	68.0+18.5 = 86.5
3	C	90	60	90*0.8 = 72.0	60/60*20 = 20.0	72.0+20.0 = 92.0

In the above example Bidder A 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.**

This score will be done for individual category of programme i.e

- I. Baroda Senior Leadership programme (BSLP-II)
- II. Baroda Emerging Leaders Programme-II(BELP-II)



- III. Rising Stars Programme-II (BRSP-II)
- IV. Sayaji Rao Gaekwad Scholars Programme-II
- V. Welead Plus -Advance Level for Scale I to V and Fellowship program

**Accordingly category wise bidder will be selected.**

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

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

- a) Approach and 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 MINIIMUM OF 70 MARKS IN THE TECHNICAL BID SHALL ONLY BE CONSIDERED FOR COMMERCIAL BID OPENING.**

**Commercial Bids of Firms securing less than 70 marks shall be returned unopened, along with the EMD.**

**Technical Evaluation Criteria are provided below:**

<b>Sr. No.</b>	<b>Technical Evaluation Parameter</b>	<b>Maximum Marks</b>
<b>1.</b>	<b>Proposed Approach and Methodology</b>	<b>65</b>
1.1	Understanding of the Bank's context, which is expected to be addressed through the proposed Senior Leadership Program	5
1.2	Proposed design and comprehensiveness of the proposed Leadership Program	20
1.3	Robustness of the proposed leadership diagnostic tools, use of technology such as Mobile App, Knowledge Repository etc. in delivery of the same	15
1.4	Detailed project plan with mapping of activities, milestones, deliverables and team deployment by Module	10
1.5	Clarity in proposing measurable outcome	15
<b>2.</b>	<b>Profile of the Team</b>	<b>20</b>
2.1	Experience and profile of the Team Leader assigned	5
2.2	Experience and profile of the Core Project Team and Subject-matter experts for delivery of specific interventions proposed in the Program	15
<b>3.</b>	<b>Organization's Experience and Credentials</b>	<b>15</b>
3.1	Credentials in design and implementation of leadership journeys for officer/executive in reputed organizations preferably those in the banking and financial services industry in India/ globally of a minimum duration of 12 months	10
3.2	In-house capabilities for leadership training/ education using technology (with proprietary Apps, Modules, Simulations and Games) including developing content, materials, case material, etc.	5
	<b>Total Marks</b>	<b>100</b>

## 5. Terms and Conditions

### 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.

### 5.1.2 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 Organization agree that Bank will consider hard copy as final and it will be binding on the Organization. The Bank in this case may also reject the offer outright.

The Organization 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 Organizations shall be fully responsible for deviations to the terms & conditions etc. as proposed in the RFP.

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

- a.i.a) Bids submitted by the holding company and its subsidiary
- a.i.b) Bids submitted by two or more companies having common director/s
- a.i.c) Bids submitted by two or more firms / LLPs having common partners
- a.i.d) Bids submitted by two or more companies in the same group of promoters/ management
- a.i.e) Any other bid in the sole discretion of the Bank is in the nature of multiple bids.

In this RFP, Organizations may response/quote for any selected category/ies program/s or all programs together in this bid process.

### 5.1.3 Price Bids

The firm is expected to quote Price in Indian Rupees in thousand for the professional services and out of pocket expenses, and excluding service tax/ GST. 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 Service Taxes/ GST. The Bank will pay the Service Tax/ 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.

Sr. No	Particulars	Fees*
1	<b>Total Fees</b>	Professional Fees + Knowledge Partner Out of Pocket Expenses+ Learning materials (Kindly note that this should exclude Out of Pocket, travel & stay expenses for the Program participants)
	Category name	
	Module 1	
	Module 2	
	Module 3	
	Module 4	
	Module 5	
	Total Fees (A)	
2	Total Fees for Total Participants (A)	
	Fee per participant	

\*In case of foreign firm, the firm is expected to quote price in Indian rupees only. No foreign denominated quote/exchange rate link quote is allowed. Quote once quoted should be constant throughout the Program.

## 5.2 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 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 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 there under. 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.

### 5.3 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.

**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.

## 5.4 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.

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 Consultant, 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 Senior 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

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 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 rights 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

All BOB's product and process details, documents, data, applications, software, systems, papers, statements and business/customer information which may be communicated to or come to the knowledge of the Consultant or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the Consultant irrevocably agrees and undertakes and ensures that the Consultant and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of BOB nor shall use or allow to be used any information other than as may be necessary for the due performance by the Consultant of its obligations hereunder.

The Consultant shall not make or retain any copies or record of any Confidential Information submitted by BOB other than as may be required for the performance of the Consultant obligation under this Agreement.

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

The Consultant shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also so far as it is practicable the Consultant shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Consultant or its affiliates.

The Consultant shall extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.

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

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

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

- i) Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
- ii) Prior to the disclosure by BOB was known to or in the possession of the Consultant at the time of disclosure ;
- iii) Was disclosed or parted with the prior consent of BOB;
- iv) Was acquired by the Consultant from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from BOB.

The Consultant agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.

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

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

## 6.8 Termination

### Termination

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

In following events Bank shall terminate subsequent agreement/ this assignment or cancel any particular order if Vendor:

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

1. failure by Vendor to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or
2. 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.
3. Supply of sub standard materials/ services ;
4. Delay in delivery / installation / commissioning of services
5. If deductions of penalty exceeds more than 10% of the total contract price

Bank may terminate this RFP or subsequent agreement on happening of following events:

6. The vender 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;
7. A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the vender and such appointment continues for a period of twenty one (21) days;
8. The vender is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.

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

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 Vendor at least 90 days prior notice in writing.

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 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 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.

**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.

### 6.13 Indemnity

The selected Bidder 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 Bidder under this RFP; and/or
- An act or omission of the selected Bidder and/or its employees, in performance of the obligations under this RFP; and/or
- Claims made by employees who are deployed by the selected Bidder, against the Bank; and/or
- Claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the selected Bidder to its employees
- Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the selected Bidder under this RFP; and/or
- Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- Breach of confidentiality obligations of the selected Bidder contained in this RFP; and/or
- Negligence or misconduct attributable to the selected Bidder or its employees.

#### 6.14 Corrupt and Fraudulent Practices

As per the Government directives, it is required that selected Bidders/ Suppliers/ Contractors 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 consultants (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.

#### 6.15 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.

## 6.16 Authorized Signatory

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by 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.

## 6.17 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 / Knowledge Partner/successful Bidders.

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.

## 6.18 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.

## 6.19 Limitation of Liability

1. The selected Bidder's aggregate liability, in connection with obligations undertaken as a part of this Project, whether arising under this project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), other than the circumstances mentioned in the Para 2 of this clause, shall be limited to the total contract value.

2. The selected Bidder's liability in case of claims against the Bank resulting from its willful misconduct or gross negligence, or loss suffered by the Bank due to damage to real or tangible or intangible property by Selected Bidder, its employees or loss suffered by the Bank, due to infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations committed by the consultant shall be actual.
3. Under no circumstances, shall the Bank be liable to the selected Bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if the Bank has been advised of the possibility of such damages.

#### 6.20 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.

#### 6.21 Adherence to Standards

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 vendor selection and any strong adverse comment/action about product or service would make the Bidder ineligible for further assessment/processing.

#### 6.22 Penalty & Liquidated Damages

Notwithstanding Bank's right to cancel the order, liquidated damages at 1% (one percent) of the undelivered portion of the order value 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 Liquidated Damages 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.
- If any act or failure by the Bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- If the Bidder fails to complete the due performance of the contract in document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty/ Liquidated damages for non-performance. SLA violation will attract penalties.

## 6.23 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.

The Bank would undertake to carry out security audit, vulnerability assessment, usability audit etc. by in - house team, third party independent auditors or reputed

management consultants at specified intervals with prior information to the successful Bidder. The Bidder is required to provide unconditional and complete support to carry out the audit and arrange for rectification/ updation of the findings at no cost to the Bank.

The external and internal auditors of the Bank will be given right to review internal controls of the Bidder. Any weaknesses highlighted during the audit must be promptly rectified especially where such weaknesses may affect the integrity/internal controls of the system and/or solution offered to the Bank.

## **7. Disclaimer**

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and 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, contractors, 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**

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

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

### Annexure 1–Eligibility Criteria

Sl. No.	Eligibility Criteria	Support Documents to be submitted
1	1The Respondent should have been engaged in facilitating comprehensive end-to-end leadership development work similar to the specified scope as per the RFP, with multiple learning and development interventions in India/ globally for at least 10 years	A self-declaration on the Respondent's letter head
2	2The Respondent should possess relevant experience of facilitating a comprehensive end-to-end leadership development journey similar to the specified scope as per the RFP, with multiple learning and development interventions for at least three organizations for the Middle / Senior Management in India/ globally of a minimum duration of 12 months on a continuous basis as part of a single leadership program without any break, during the last 3 years	Letter/ Certificate from Client organizations stating the scope of the assignment undertaken/ being undertaken, outcomes achieved and impact created
3	3The Respondent should have a dedicated team of professionals having leadership development experience and capability to design customized digital platforms for learning(virtual, web-based, mobile) for Middle / Senior Management (at the n-1/ n-2 level) in India/ globally	Curriculum Vitae of professionals with details of leadership journey assignments executed including experience in designing customized digital learning platforms
4	4The Respondent should not have been black listed/ debarred by any Government/	A self-declaration on the Respondent's letter head

Sl. No.	Eligibility Criteria	Support Documents to be submitted
4	regulatory bodies in India/ globally	
5	The Respondent's Organisation should not be owned or controlled by any Director or Employee (or Relatives) of Bank of Baroda, both present and those who have retired in the last one year	A self-declaration on the Respondent'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 – Selection of Knowledge Partner for Design & Implementation of We Lead II-  
Bank of Baroda

Dear Sir,  
SUB: Authorization Letter for submitting RFP proposal documents.  
This has reference to your above RFP for Selection of Knowledge Partner for Design & Implementation of We Lead II  
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 – Selection of Knowledge Partner for Design & Implementation of "WeLead II "Program

Bank of Baroda  
SUB: Response to RFP

Selection of Knowledge Partner for Design & Implementation of “WeLead II “Program

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 Knowledge Partner 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 - Selection of Knowledge Partner - Design & Implementation of “WeLead II “Programme  
Bank of Baroda

Sir,

**Sub: RFP for Selection of Knowledge Partner - Design & Implementation of “WeLead II “Programme**

Having examined the RFPs including all Annexure 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.....by .....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 – Selection of Knowledge Partner - Design & Implementation of “Welead II “Programme  
Bank of Baroda

Sir,

**Sub: RFP for Selection of Knowledge Partner for Design & Implementation of “Welead II “Programme**

Further to our proposal dated ....., in response to the Request for Proposal on 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 – Selection of Knowledge Partner - Design & Implementation of We Lead II  
Bank of Baroda

Sir,

**Sub: RFP for Selection of Knowledge Partner - Design & Implementation of “Welead II “Programme**

Further to our proposal dated ....., in response to the Request for Proposal (REF: 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 Organization should submit the Approach and Methodology highlighting the proposed delivery of the assignment given the understanding of the Bank’s requirements. The proposed timeline schedule should also cover ideas for institutionalization of change with clearly defined timelines, milestones and deliverables. Team structure and staffing pattern should be highlighted clearly in 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.

The submission made by the Organization should cover the following salient points:

Sl. No.	Broad Coverage Areas	Details
1	<b>Understanding of Scope and Objective</b>	<ul style="list-style-type: none"> <li>Understanding of the scope and objectives of the proposed We Lead II</li> <li>Parameters proposed for evaluation of Leadership Effectiveness</li> <li>Adequacy of the proposed approach for the “WeLead II “specific to the Bank</li> </ul>
2	<b>Individual feedback and Individual Development Plan (IDP)</b>	<p>The design of the Leadership diagnostic tool(s), data on its model reliability and validity.</p> <p>Key features to be expected in the report generated from the diagnostic tool(s)</p> <p>Sample Individual Development Plan for Senior Management outlining the Senior Leadership Development journey planned and the resultant impact expected.</p> <p>Sample IDR</p>
3	<b>Customized learning and development interventions</b>	<ul style="list-style-type: none"> <li>Various interventions planned in granularity, their salient features, fit with our business objectives and the participant’s individual acceleration</li> <li>Method of delivery of these interventions (pedagogy) and</li> </ul>



Sl. No.	Broad Coverage Areas	Details
		<ul style="list-style-type: none"> <li>duration and frequency of each intervention</li> <li>Expected impact of each of these interventions</li> </ul>
4	<b>Deliverables</b>	<ul style="list-style-type: none"> <li>List of deliverables to be provided to the Bank</li> <li>List of deliverables for each participant in the Program</li> </ul>
5	<b>Key Outcomes</b>	<ul style="list-style-type: none"> <li>List of key outcomes/ results expected to be achieved/ delivered by the Organization at the end of the Program</li> </ul>
6	<b>Project Plan including activities, milestones and timelines</b>	<ul style="list-style-type: none"> <li>Mapping of key activities, deliverables to be provided to the Bank and milestones for the Program</li> </ul>
7	<b>Organization's Credentials</b>	<ul style="list-style-type: none"> <li>The expertise of the organization in executing end to end Leadership programs in other organizations.</li> <li>The impact delivered by the Respondent in other organizations should be clearly highlighted and supported by three references. All references provided must include the Contact Person's Name, their Organization and Designation, E-mail Address, and Mobile Number.</li> </ul>
8	<b>Staffing Plan</b>	<p>Curriculum Vitae high-lighting relevant experience in Leadership Development for Senior leaders as specific to the Scope of Work in the RFP for the following:</p> <ul style="list-style-type: none"> <li>Team Leader</li> <li>Core team members/ Module owners if any</li> <li>Coaches</li> <li>Subject matter experts for delivery of Module 3&amp; Module 4</li> </ul> <p>Detailed staff deployment plan is required to be provided to the Bank.</p>

## Annexure 8 – Credentials

The expertise of the organization in executing end to end Senior 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 its country of operation	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

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 (Section 1)**

**Category name: Baroda Senior Leadership program (BSLP-II) for Scale VI & VII**

Sr. No	Particulars	Fees*
1	<b>Total Fees</b>	Professional Fees + Knowledge Partner Out of Pocket Expenses+ Learning materials(Kindly note that this should exclude Out of Pocket, travel & stay expenses for the Program participants)
	Module 1	
	Module 2	
	Module 3	
	Module 4	
	Module 5	
	Total Fees (A)	
2	Fees for total Participants (A)	
	Fee per participant	

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.) and Learning materials. The Bank shall not entertain any other claims over and above the cost specified in the Commercial Bid. Service tax/ GST will be separately paid by the Bank on actual 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 10 – Commercial Bid ( Section 2)**

**Category name: Baroda Emerging Leaders Programme-II(BELP-II) for Scale V**

Sr. No	Particulars	Fees*
1	<b>Total Fees</b>	Professional Fees + Knowledge Partner Out of Pocket Expenses+ Learning materials(Kindly note that this should exclude Out of Pocket, travel & stay expenses for the Program participants)
	Module 1	
	Module 2	
	Module 3	
	Module 4	
	Module 5	
	Total Fees (A)	
2	Fees for total Participants (A)	
	Fee per participant	

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.) and Learning materials. The Bank shall not entertain any other claims over and above the cost specified in the Commercial Bid. Service tax/ GST will be separately paid by the Bank on actual 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 &amp; Signature of the Bidder

## Annexure 10 – Commercial Bid ( Section 3)

## Category name: Rising Stars Programme-II (BRSP-II) for Scale IV

Sr. No	Particulars	Fees*
1	<b>Total Fees</b>	Professional Fees + Knowledge Partner Out of Pocket Expenses+ Learning materials(Kindly note that this should exclude Out of Pocket, travel & stay expenses for the Program participants)
	Module 1	
	Module 2	
	Module 3	
	Module 4	
	Module 5	
	Total Fees (A)	
2	Fees for total Participants (A)	
	Fee per participant	

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.) and Learning materials. The Bank shall not entertain any other claims over and above the cost specified in the Commercial Bid. Service tax/ GST will be separately paid by the Bank on actual 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 &amp; Signature of the Bidder

## Annexure 10 – Commercial Bid (Section 4)

**Category name: Sayaji Rao Gaekwad Scholars Programme-II (SGSP-II) for Scale I, II & III**

Sr. No	Particulars	Fees*
1	<b>Total Fees</b>	Professional Fees + Knowledge Partner Out of Pocket Expenses+ Learning materials(Kindly note that this should exclude Out of Pocket, travel & stay expenses for the Program participants)
	Module 1	
	Module 2	
	Module 3	
	Module 4	
	Module 5	
	Total Fees (A)	
2	Fees for total Participants (A)	
	Fee per participant	

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.) and Learning materials. The Bank shall not entertain any other claims over and above the cost specified in the Commercial Bid. Service tax/ GST will be separately paid by the Bank on actual 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 10 – Commercial Bid (Section 5)**

**Category name: WeLead plus- Advanced version of Welead I and Fellowship**

Sr. No	Particulars	Advanced level I to V (Fee)	Fellowship program (Fee)
1	<b>Total Fees</b>		
	Module 1		
	Module 2	NA	NA
	Module 3	NA	NA
	Module 4		
	Module 5		
	Total Fees (A)		
2	Fees for total Participants (A)		
	Fee per participant		

Total Fee: Professional Fees + Knowledge Partner Out of Pocket Expenses+ Learning materials (Kindly note that this should exclude Out of Pocket, travel & stay expenses for the Program participants)

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.) and Learning materials. The Bank shall not entertain any other claims over and above the cost specified in the Commercial Bid. Service tax/ GST will be separately paid by the Bank on actual 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

S. No.	Name of Deliverable	Description	Expected Timeframe for submission	Draft Template


\*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	...	...	...	...	
1.Activities including Deliverables							
2.Milestones							



### Annexure 13 - Payment Terms

The payment terms would be as follows: all categories except “Welead Plus”.

Particulars	Percentage
<b>Module 1</b>	10% of Finalized Amount
<b>Module 2</b>	15% of Finalized Amount
<b>Module 3</b>	25% of Finalized Amount
<b>Module 4</b>	25% of Finalized Amount
<b>Module 5</b>	25% of Finalized Amount

The payment terms would be as follows: - Welead Plus

Particulars	Advanced version I to IV	Fellowship*
<b>Module 1</b>	10% of Finalized Amount	10% of Finalized Amount
<b>Module 2</b>	Not applicable	Not applicable
<b>Module 3</b>	Not applicable	Not applicable
<b>Module 4</b>	50% of Finalized Amount	50% of Finalized Amount

<b>Module 5</b>	40% of Finalized Amount	40% of Finalized Amount
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\*May vary at the time of contact

Note: The payment will be made as per the actual cost in respective Module or as per the payment mentioned in the Annexure 13 whichever is less, will be paid on completion of each module.

## **Annexure 14 - Format for RFP Queries**

S. No	Reference clause	Reference page	Query