

**REQUEST FOR PROPOSAL (RFP)
FOR SELECTION of CONSULTANT FOR
DEVELOPMENT OF STRATEGIC BLUEPRINT AND
ROADMAP FOR BANK OF BARODA SUBSIDIARY –
BARODASUN TECHNOLOGIES LIMITED**

Bank of Baroda
Domestic Subsidiaries Dept.
Bandra Kurla Complex
Bandra (East), Mumbai - 400 051

Bid Number: GEM/2025/B/5965223
20th February 2025

Contents

1. Introduction	7
2. Project overview	7
3. Scope of Work.....	7
4. Contract period	7
5. Pre-Qualification for Submission of Bid	7
6. Performance Guarantee	7
7. Delivery Timeline	8
8. Payment Terms	8
9. Sub - Contracting.....	9
10. Service Level Agreement and Non-Disclosure Agreement.....	9
11. Compliance with Laws	9
12. Termination	9
13. Grievance Redressal and Dispute Resolution.....	10
14. Dispute Resolution	10
15. Governing Laws	10
16. Prevention of Corrupt and Fraudulent Practices	11
17. Authorized Signatory.....	11
18. Ownership of Intellectual Property Rights shall remain with the Bank	11
19. The bid submission by related parties.....	12
20. Technical Proposal Attention Items	12
21. Right to Reject Bids.....	12
22. General Terms and conditions	13
23. Information Confidentiality	18
24. Disclaimer.....	18
Annexure 01 – Project Details (Scope of Work).....	20
Annexure 02 Guidelines for bid submission details	22
Annexure 03 – Bid Evaluation Terms	24
Annexure 04 – Declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23 rd July 2020 issued by Ministry of finance department of expenditure	31
Annexure 05 – Bid Security Form (Bank Guarantee)	33
Annexure 06 – Undertaking from the Bidder	36
Annexure 07 – Pre-Bid Queries Form.....	38

Annexure 08 – Conformity Letter	39
Annexure 09 – Masked Commercial Bid	40
Annexure 10 – Performance Guarantee	41
Annexure 11 – SERVICE LEVEL AND NON DISCLOSURE AGREEMENT FORMAT	44

[A] Important Dates:

A	Schedule of RFP	
A.1	RFP Issuance Date	20.02.2025
A.2	Last Date of receiving request for clarifications before the Pre-bid Meeting	28.02.2025
A.3	Date of Pre-Bid Meeting	03.03.2025
A.4	Pre-Bid Meeting details	Pre bid meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams) Bidder to submit a maximum of -2- participant's names, contact numbers, designations and e-mail IDs on ds.bcc@bankofbaroda.co.in along with pre-bid clarification. Meeting Link: Meeting link will be provided on e-mail ids as shared by the Bidder.
A.5	Last Date & Time of Submission of Bids	17.03.2025 :3.00 PM
A.6	Date & Time of opening of Part-I Eligibility cum Technical Bid	17.03.2025: 4.00 PM
A.7	Date & Time of opening of Part-II Commercial Bid	To be communicated later
A.8	Earnest Money Deposit	Rs 25,000/-
A.9	Website Address for online submission of bids (Technical as well as commercial bids)	Mode: Online URL: https://gem.gov.in/
A.10	Contact Details of GEM PORTAL	1800 419 3436
A.11	RFP Coordinator details (Bank)	Mr. Vivek Jain, Chief Manager (Domestic Subsidiary) Contact No.: 022-6759 2524 Email: ds.bcc@bankofbaroda.co.in Postal Address: The Chief Manager (Domestic Subsidiary), Bank of Baroda, 5 th Floor, Baroda Sun Tower, G-Block, Bandra Kurla Complex, Badra (East), Mumbai – 400051.
B	Documents to be submitted	

1	Documentary proof to carry out 'Consultancy Business' in India
2	Technical Proposal: Bidder need to provide the Compliance of all technical requirements along with the scope mentioned in Annexure 1.
3	All documents as per Annexure 2

[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank, BOB means 'Bank of Baroda'
2. Recipient, Respondent, Bidder, service provider, vendor means the respondent to the RFP document
3. RFP means the Request For Proposal document
4. Proposal, Bid means "Response to the RFP Document"
5. Support means Support & Services to be provided as part of the Scope of Work
6. SLA means Service level Agreement
7. NDA means Non-Disclosure Agreement
8. GeM – Government-e-Marketplace
9. Central Vigilance Commission (CVC)
10. One Time Cost (OTC)
11. Total Cost of Ownership (TCO)
12. EMD – Earnest Money Deposit
13. Support means Support & Services to be provided as part of the Scope of Work
14. PBG -Performance Bank Guarantee
15. NPV mean Net Present Value
16. SP means Service Provider or Vendor
17. BSTL means BarodaSun Technologies Limited

Confidentiality:

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

Contents

1. Introduction

Bank of Baroda is one of the largest Public Sector Bank (PSU) in India with a branch network of over 8300+ branches in India and 84+ branches/offices overseas including branches / offices of our subsidiaries, distributed in 15+ countries.

Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051 (hereinafter referred to as the “Bank”) which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this RFP document, hereinafter called RFP, to eligible Bidders, hereafter called as ‘Bidders’, to participate in the competitive bidding for Drafting various Policies and Framework Agreements for its subsidiary company – Baroda Sun Technologies Limited.

2. Project overview

Bank of Baroda has floated a subsidiary namely BarodaSun Technologies Limited to provide, system integrator / consultancy services on matters relating to IT enabled business solutions / IT software product implementation across various lines of business, for Bank of Baroda. The Bank needs to hire a consultancy firm for development of strategic blueprint and roadmap for the new subsidiary BarodaSun Technologies Limited. Detailed project scope is enclosed as Annexure 01

3. Scope of Work

As mentioned in **the Annexure 01**

4. Contract period

The contract entered with the successful vendor will be for a period of 1 year or till the delivery of the all the documents up to satisfaction of the Bank whichever is later.

5. Pre-Qualification for Submission of Bid

The bidders satisfying the eligibility **conditions (mentioned under Annexure 02)** and General terms and conditions specified in this document and ready to provide the said “Services” in conformity with Scope of Work stipulated in **Annexure 01**, may submit their bid through Government e Marketplace (GeM) on or before the timeline stipulated in the [A] Important Dates.

Bank will not accept the bid through any other mode except GeM.

6. Performance Guarantee

The successful Bidder shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format mentioned under **Annexure 10** to the extent of 5% of the contract value valid for the entire period of the contract plus 3 months and such other extended period as the

Bank may decide for due performance of the project obligations. The guarantee should be of that of a scheduled commercial bank in India only, other than Bank of Baroda.

In the event of non-performance of obligation or failure to meet terms of this RFP or subsequent agreement the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the Bidder should be included in the remaining amount of the contract value.

If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and Bid Security / Earnest Money Deposit submitted by the Bidder will be forfeited.

7. Delivery Timeline

Total Timeline for completion of scope of work / deliverables – 90 days. Bidder will have to pay late delivery charges to Bank of Baroda @ 0.1% of the Total cost of the project inclusive of all taxes, duties, levies etc., per week or part thereof, for late delivery beyond due date of delivery, to a maximum of 5% of the total contract value inclusive of all taxes, duties, levies etc. beyond that Bank of Baroda reserves the right to cancel the contract.

8. Payment Terms

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

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

S No.	Payment Schedule	Percentage (%) of Contract Value
1	On Delivery of Draft Report	10%
2	On completion of delivery	50%
3	One month after the date of delivery	40%

Note: Payment will be released on submission of signoff from the Bank Official along with original invoice. Moreover, payments will be released only after submission of PBG and signing of SLA (including an NDA by Successful Bidder).

There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the bidder. Payments will be released as per above payment terms on submission of relevant documents. The Bank will pay invoices within a period of 30 days from the date of receipt of accepted invoices. Any dispute regarding the invoice will be communicated to vendor within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 15 days from the date the dispute stands resolved. Furthermore, Bank shall not pay any

penalty/compensation for late payment due to any reason whatsoever

9. Sub - Contracting

The selected vender shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under this project. In case any particular specialized service in the prescribed in the scope of work requires subcontracting, it need to be specified in the proposal/ response document with all the details of the work/ services. Please note that no work/services shall be subcontracted without the prior permission from the Bank in writing.

10. Service Level Agreement and Non-Disclosure Agreement

The successful bidder shall execute a) Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA) (As per **Annexure 11**), which contained all the services and terms and conditions of the services to be extended as detailed herein. The successful bidder shall execute the SLA and NDA and provide the same along with acceptance of Purchase Order.

All the expenses related to execution of the document such as the applicable stamp duty and registration charges if any, shall be borne by the successful bidder as per applicable Stamp Act.

11. Compliance with Laws

Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project. Also the bidder shall comply with the provisions of code of wages, and other labor welfare legislations. in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. The Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

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

12. Termination

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

At any time during the course of the RFP process or before the award of contract or after execution of the contract that one or more terms and conditions laid down in this Request For Proposal has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information. Bank may terminate its contract and may invoke performance bank guarantee or forfeit the security deposit as the case may be. Further bank may impose such restriction/s on the defaulting bidder as it deemed fit.

After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same, In such an event, the bidder is bound to make good the additional expenditure which the Bank may have to incur for the execution of the balance of the contract.

13. Grievance Redressal and Dispute Resolution

Any bidder who claims to have a grievance against a decision or action with regards to the provisions of this RFP may file a request to the General Manager (PMO, Special Projects Subsidiaries & JVs) at gm.ds.bcc@bankofbaroda.com. It may please be noted that the grievance can be filed by only that bidder who has participated in Procurement proceedings in accordance with the provisions of this RFP. All letters must be addressed to the following:

General Manager (PMO, Special Projects Subsidiaries & JVs)
Bank of Baroda, BCC
C-34, G-Block, BKC, Mumbai-51

14. Dispute Resolution

The Bank and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers of the Bank and the Bidder, any disagreement or dispute arising between them under or in connection with this RFP.

If the Bank project manager and Bidder project manager/ director are unable to resolve the dispute within thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and Bank respectively.

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

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 shall act as the chairman of the proceedings.

The seat and place of arbitration shall be Mumbai. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings.

The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party.

15. Governing Laws

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

16. Prevention of Corrupt and Fraudulent Practices

Every Bidders / Suppliers / Contractors are expected to observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of the policy:

- ▶ “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution AND
- ▶ “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

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

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

Successful vendor/Service Provider, who will be selected according to the service/work/project for which this Request for proposal is invited shall comply with the Bank’s Code of Ethics which is available on the Bank’s website>Shareholder’s Corner> Policies/Codes> Our Code of Ethics.

17. Authorized Signatory

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

18. Ownership of Intellectual Property Rights shall remain with the Bank

The work carried out during the project period related to this RFP which includes the Systems, Processes, Policy Documents, SOP Documents, SLA/Contract Documents, Details of existing and prospective Vendors of Bank etc would be the Exclusive property of the Bank. The Consultant is expected to provide the knowledge transfer and all the relevant documents.

The Consultant is required to maintain confidentiality and expected not to share/use this knowledge / information without prior written permission of the Bank.

19. The bid submission by related parties

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

Bids submitted by holding company and its subsidiary company;

Bids submitted by two or more companies having common director/s

Bids submitted by partnership firms / LLPs having common partners

Bids submitted by companies in the same group of promoters/management

In the case of software or hardware either the Indian agent on behalf of the principal/ OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same solution in this tender. If an agent submits bid on behalf of the Principal/ OEM, the same agent cannot submit a bid on behalf of another Principal/ OEM in this tender for the same solution.

20. Technical Proposal Attention Items

- This RFP is not a contract offer. Receipt of a proposal neither commits Bank to award a contract to any bidder, nor limits Bank's rights to negotiate with any bidders, suppliers or contractors in Bank's best interest. Bank reserves the right to contract with any bidder, supplier or contractor at its own discretion.
- Bank reserves the right to request additional information necessary and pertinent to the project so as to assure the bidder's ability and qualification to perform the contract.
- Failure to answer any questions within stipulated timeline at any stage of this RFP may be considered non-responsive and the proposal may be disqualified.
- For any ambiguity, omissions or unclear content in the RFP the bidders should request Bank to clarify along with pre-bid queries within the time line mentioned in the "[A] Important Dates.
- For all technical details and relevant standards and specifications of this RFP that may not be stated in detail; bidders should provide quality services to Bank.
- Expenses incurred in the preparation of proposals in response to this RFP are the sole responsibility of the bidders.
- Bank reserves the right to accept or reject any and all proposals, or any part of any proposal, without penalty. Any allowance for oversight, omission, error, or mistake by the bidder made after receipt of the proposal will be at the sole discretion of Bank.

21. Right to Reject Bids

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

- ▶ It is not in conformity with the instructions mentioned in the RFP document.
- ▶ It is not properly or duly signed.
- ▶ It is received through Telex / telegram / fax
- ▶ It is received after the expiry date and time.
- ▶ It is incomplete including non- furnishing the required documents.
- ▶ It is evasive or contains incorrect information.

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

22. General Terms and conditions

- 22.1 The RFP document is not recommendation; offer to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document.
- 22.2 Information Provided: The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.
- 22.3 For Respondent Only: The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent") and no other person or organization.
- 22.4 Costs Borne by Respondents: All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.
- 22.5 No Legal Relationship: No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.

- 22.6 Recipient Obligation to Inform Itself: The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
- 22.7 Evaluation of Offers: Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of Bidder, not limited to those selection criteria set out in this RFP document.
- 22.8 The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement. The bidders unconditionally acknowledge by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.
- 22.9 Acceptance of Terms: the bidders will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document
- 22.10 Only one submission of response to RFP by each Respondent will be permitted.
- 22.11 The Bank expects the Bidder to adhere to the terms of this tender document and would not accept any deviations to the same.
- 22.12 The Bank expects that the Bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.
- 22.13 Unless agreed to specifically by the Bank in writing for any changes to the issued tender document, the Bidder responses would not be incorporated automatically in the tender document.
- 22.14 The Bank will notify the Respondents in writing as soon as practicable after the RFP Evaluation Complete date, about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.
- 22.15 All responses received after the due date/time as mentioned in "[A] Important Dates. Last Date of Submission of RFP Response (Closing Date)" would be considered late and would be liable to be rejected. E procurement portal will not allow to lodgement of RFP response after the deadline. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.
- 22.16 The Bank has established RFP coordinators to provide a venue for managing bidder relationship and other requirements through the Bank's decision-making body for contract clarification. All the queries and communication must be addressed to the RFP coordinators / contact persons from the Bank mentioned in "[A] Important Dates - RFP Coordinator"
- 22.17 Recipients are required to direct all communications for any clarification related to this RFP to RFP Coordinator.
- 22.18 All questions relating to the RFP, technical or otherwise, must be in writing and addressed to the addresses given in point "[A] Important Dates" above. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications. The Bank will try to reply, without any

obligation in respect thereof, every reasonable question raised by the Respondents in the manner specified.

- 22.19 However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.
- 22.20 Respondents should invariably provide details of their email address (as) as responses to queries will only be provided to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.
- 22.21 The Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.
- 22.22 Bidder should submit their Eligibility Cum Technical and Commercial bids through online portal. The bidder must register for submission of their bid as specified in this document.
- 22.23 All submissions, including any accompanying documents, will become the property of the Bank. The bidder shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents
- 22.24 All responses should be in English language. All responses by the bidder to this tender document shall be binding on such bidder for a period of 180 days after opening of the bids.
- 22.25 The bidder may modify or withdraw its offer after submission but prior to the closing date and time as prescribed by Bank. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.
- 22.26 The bidders required to quote for all the components/services mentioned in the "Project scope" and all other requirements of this RFP. In case the bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- 22.27 Based on the Bank's requirements as listed in this document, the bidder should identify the best-suited product / solution that would meet the Bank's requirements and quote for the same. In case the bidder quotes more than one model and they have not specified which particular model quoted by them needs to be considered, then the response would be considered as improper and the whole tender submitted by the Bidder is liable to be rejected. The Bidder is expected to provide the best option and quote for the same.

- 22.28 In the event the bidder has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Bidder's and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to the Bank.
- 22.29 The Bank is not responsible for any assumptions or judgments made by the bidder for proposing the deliverables. The Bank's interpretation will be final.
- 22.30 The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Bidder and responded by the Bidders have been quoted for by the Bidder, and there will be no extra cost associated with the same in case the Bidder has not quoted for the same.
- 22.31 All out of pocket expenses, traveling, boarding and lodging expenses shall not be payable by the Bank to bidder. No extra costs on account of any items or services or by way of any out-of-pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
- 22.32 Responses to this RFP should not be construed as an obligation on the part of the Bank to award a contract / purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- 22.33 By submitting a proposal, the bidder agrees to contract with the Bank within the time period prescribed by the bank. Failure on the part of the successful bidder to execute an agreement with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.
- 22.34 The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the bidders. In the event the bidders not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing
- 22.35 The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfil its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfil all the terms and conditions of this RFP.
- 22.36 The bidder covenants and represents to the Bank the following:
- ▶ It is duly incorporated, validly existing and in good standing under as per the laws of the state in which the entity is incorporated.

- ▶ It has the corporate power and authority to enter into Agreements and perform its obligations there under.
- 22.37 The execution, delivery and performance under an Agreement by bidder:
- ▶ Will not violate or contravene any provision of its documents of incorporation;
 - ▶ Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
 - ▶ Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;
- 22.38 The bidder shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.
- 22.39 The Bank would not assume any expenses incurred by the bidder in preparation of the response to this RFP and also would not return the bid documents to the Bidders
- 22.40 The Bank will not bear any costs incurred by the bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.
- 22.41 The Bank reserves the right to extend the dates for submission of responses to this document.
- 22.42 Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all bidders and the Bank reserves the right for such waivers and the Bank’s decision in the matter will be final.
- 22.43 Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all bidders for clarification of their offer. The Bank has the right to disqualify the bidder whose clarification is found not suitable to the proposed project.
- 22.44 No Commitment to Accept Lowest bid or Any Tender – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of procurements. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase
- 22.45 Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct information of the services

being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.

- 22.46 Price Discussion – It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted.
- 22.47 If the Bank is not satisfied with the specifications as specified in the tender document and observes major deviations, the bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject bid.
- 22.48 The Bidder shall perform its obligations under this Tender as an independent contractor, and shall not engage subcontractors to perform any of the Deliverables or Services without the prior permission from Bank. Neither this Tender nor the Bidder's performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Bidder or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.
- 22.49 The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub-contractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.
- 22.50 Successful Vendor/Service Provider/Supplier/ Consultant/Contractor, who will be selected according to the service/work/project for which the proposal or quotation is invited shall comply with the Bank's Code of Ethics which is available on the Bank's website>Shareholder's Corner> Policies/Codes> Our Code of Ethics and a clause to this effect shall be included in the agreement/contract.

23. Information Confidentiality

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

24. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without

limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

Annexure 01 – Project Details (Scope of Work)

Bank of Baroda has a requirement for bank's subsidiary namely BarodaSun Technologies Limited (BSTL) toward operationalizing its vision and requires a robust strategic framework and Blueprint for next 5 years to guide its direction and decision-making. The dynamic and highly competitive nature of financial services demands a clear focus on technology innovation, market insights, compliance, and agile operations that will provide critical support in shaping BSTL's strategic vision and driving its growth trajectory.

The primary objective of this engagement is to develop a comprehensive plan that enables BSTL to:

- Formulate a Clear Strategic Vision
- Define BSTL's mission, vision, and long-term goals in alignment with Bank of Baroda's strategic direction.
- Establish core principles that distinguish BSTL as a forward-thinking technology provider.
- Build an Actionable Roadmap
- Identify short, mid, and long-term initiatives for technology adoption, operational efficiency, and market positioning.
- Prioritize opportunities based on feasibility, impact, and alignment with BSTL's capabilities.
- Position BSTL as a Key Driver of Innovation and Growth
- Develop strategies to incubate and scale innovative solutions, targeting Market requirements and opportunities.
- Enable BSTL to act as a central innovation hub, facilitating partnerships, collaborations, and knowledge sharing across ecosystems.

The consultant will be responsible for delivering comprehensive plans, frameworks, and actionable insights primarily in the following areas in alignment with Bank of Baroda Strategic vision

1. **Define Charter and Strategic Blueprint**

- Specify strategic objectives and success criteria aligned with the current market demand
- Conduct stakeholder interviews and market assessments to shape the strategic direction.

2. **Roadmap & Recommendations (Short, Mid, and Long-Term)**

- Develop a phased action plan highlighting critical initiatives, timelines, and resource requirements.
- Provide tactical recommendations for quick wins, as well as mid to long-term strategies for sustainable growth.

3. **Building Core Capabilities**

- **Technology:** Identify the foundational technology platforms, architecture, and tools necessary for BSTL's offerings.

- **Partnership & Engagement:** Outline approaches for collaborating with fintechs, startups, and other strategic partners to accelerate innovation.
- **Services & Support:** Recommend service delivery models (managed services, in-house, outsourcing, etc.) that align with BSTL's business objectives.
- **Collaboration:** Propose internal collaboration frameworks, including cross-functional teams and centers of excellence to boost efficiency and innovation.
- 4. **Support Functions and Operational Structure:**
 - Determine the key support functions required to facilitate BSTL's growth.
- 5. **Infrastructure Requirements**
 - Assess existing infrastructure (on-premises, cloud, hybrid) and recommend enhancements or new solutions as needed.
 - Ensure scalability, security, and compliance with relevant regulations in all infrastructure-related proposals.
- 6. **Target Operating Model (TOM)**
 - Incorporate best practices from leading technology-driven organizations.
 - Create an Organization structure with the industry best practices and create SOP for governance mechanism with Bank of Baroda
- 7. **Roles, Responsibilities, and KPIs**
 - Identify key performance indicators (KPIs) and metrics to track performance, efficiency, and strategic alignment.
 - Establish a performance monitoring framework that allows for ongoing evaluation and course correction.
- 8. **High-Level Business Case**
 - Develop a financial model projecting revenue, costs, and ROI based on proposed initiatives.
 - Road map for achieving break even and subsequent Revenue generation.

Any Other inputs as advised by the Consultant.

The Contract will be effective from the date of placing of purchase order at a whole or in staggered method during the said Contract Period. Bidder shall be responsible for the delivery of mentioned scope of services and shall be the single point of responsibility for the bank.

Annexure 02 Guidelines for bid submission details

Bidders shall mandatory upload following documents signed / digitally signed by their authorized representative.

S #	Section Heading	Performa Given
	Bid Evaluation Terms	Annexure 03
	Declaration / undertaking from bidder regarding applicability of restrictions on procurement from a bidder	Annexure 04
	Letter of Undertaking from the Bidder	Annexure 06
	Conformity Letter from Bidder	Annexure 08
	Technical Proposal: Bidder to provide Project proposal with detailed execution plan and compliance of Project scope of work.	Bidder to provide
	Copy of the tender document along with annexures and addendum duly sealed and signed on all the pages of the document / digitally signed tender document.	Bidder to provide (signed /Digitally signed documents from authorized representative of bidder)
	Masked price bid (Please note that the masked price bid should be exact reflection of the commercial bid except that the masked price bid <u>should not contain any financial information</u>)	Annexure 09
	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	Bidder to provide
	A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank.	Bidder to provide
	Service Level and Non-Disclosure Agreement Format (without Stamp duty) from Bidder	Annexure 11
<p>Commercial Bid should be strictly as per Commercial bid format (Annexure 09). Any commercial bid submitted not in conformity with Annexure 09 and provided along with the Eligibility cum Technical bid, then whole bid will be rejected outright.</p>		

1. Guidelines

1.1. Support Details for GeM Portal:

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

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

Only those tenders shall be accepted for evaluation for which Earnest Money Deposit (EMD) is deposited as per the terms mentioned in this RFP.

1.3. Preparation & Submission of Bids

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

1.4. Do's and Don'ts for Bidder

- ▶ Registration process for new Bidders should be completed within first week of release of tender.
- ▶ The GeM Portal is open for upload of documents from the start of the bid submission date. Hence bidders are advised to start the process of upload of bid documents well in advance.
- ▶ Bidders have to prepare for submission of their bid documents online well in advance as
 - The encrypt/upload process of soft copy of the bid documents large in number to the portal may take longer time depending upon bidder's infrastructure and connectivity.
 - To avoid last minute rush & technical difficulties faced by bidders in uploading/submission of bids, bidders are required to start the uploading of all the required documents -01- week in advance for timely online submission of bid.
- ▶ Bidders to initiate uploading of few primary documents during the start of the tender submission and any request for help/support required for uploading the documents / understanding the system should be taken up with GeM authorities well in advance.
- ▶ Bidders should not raise request for extension of time on the last day of submission due to non-submission of their bids on time as Bank will not be in a position to provide any support at the last minute as the portal is managed by GeM authorities.
- ▶ Bidder should not raise request for offline submission or late submission since ONLINE submission is accepted only.
- ▶ Partly or incomplete submission of bids by the bidders will not be processed and will be summarily rejected.

Annexure 03 – Bid Evaluation Terms

1. Evaluation process

There would be a two-stage evaluation process for the selection of vendor.

- ▶ Stage 1 – Eligibility Cum Technical Bid Evaluation
- ▶ Stage 2 – Commercial Bid Evaluation

During evaluation of the Tenders, the Bank, at its discretion, may ask the Bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted. The Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the Bidders to this document and bank will not entertain any correspondence in this regard.

A. Eligibility and Technical Bid Evaluation

Eligibility criterion for the bidder to qualify this stage is clearly mentioned below. The Bidder would need to provide valid supporting documents as part of the eligibility proof. All dates if not specified to be applicable from the date of the RFP.

S No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
A	General		
1	The bidder should be either a Government Organization / PSU / PSE / partnership firm / LLP or private / public limited company in India at least for the last 5 years (as on RFP date).		Documentary Proof to be attached (Certificate of Incorporation)
2	The bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) within last 2 years from the RFP date.		Letter of confirmation (self-certified letter signed by authorized official of the bidder)
3	The bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017. OR The bidder is from such a country and has been registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of		Undertaking as per Annexure 04 and copy of certificate of valid registration with the Competent Authority (If applicable) (signed /Digitally signed documents from authorized representative of bidder & OSD\ OEM)



S No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
	Industry and Internal Trade, as stated under Annexure I to the said Office Memorandum / Order and we submit the proof of registration herewith.		
4	The bidder to provide undertaking that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.		Letter of undertaking (self-certified letter signed by authorized official of the bidder)
5	The bidder to provide an undertaking that all the technical requirements highlighted as part of Technical Scope are covered in totality in the proposal submitted by them.		Letter of confirmation (self-certified letter signed by authorized official of the bidder)
B	Financial		
1	The Bidder must be net profit-making entity continuously for the last three financial years – 2021-22, 2022-23 and 2023-24 OR The net worth of the Bidder should be positive as on RFP date and should not have eroded by more than 30% in the last three years.		Audited Financial statements for the financial years 2021-22, 2022-23 and 2023-24. Certified letter from the Chartered Accountant (CA) clearly mentioning Turnover, Net Profit (After Tax) and Net worth. The CA certificate in this regard should be without any riders or qualification.
2	The Bidder must have an average turnover of minimum Rs.1.00 Crore during last 3 financial years (2021-22, 2022-23 & 2023-24) for Consultancy Services. Copy of CA certified Audited Balance sheet for each of the financial years.		Copy of CA certified Audited Balance sheet for each of the financial years pertaining to Consultancy services.
C	Others		

S No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
1	Bidder should not have been declared NPA with any Bank /financial institutions.		Letter of undertaking (self-certified letter signed by authorized official of the bidder)
D	Experience & Support Infrastructure		
1	Bidder should have consulting experience of at least -10- assignments during last 5 years and having Knowledge of regulatory requirement specific to Subsidiary operations.		A copy of engagement letter/work order/letter of award for each assignment to be furnished by the bidder along with Successful completion Certificate / letters from concerned Bank.
2	The Bidder should have resources who have worked and Developed strategic blueprints and designed future roadmaps for a Fintech company. All resources to be deployed for the project should have had similar experience in at least one Public Sector Bank in India. The Supervisor for the Project should have related professional experience of minimum ten years		An undertaking to this effect (including profile of team members) must be Submitted on bidder's letterhead.

Note: In case the bidding company / firm is hived off from the demerged company, the experience, eligibility etc. as per the requirement of the RFP may be considered as of the demerged company, provided the demerged company doesn't apply in the same RFP process and Novation / Other Relevant Agreement is in place. In that case, Relevant Novation / Other Relevant Agreement need to be submitted.

B. Technical Bid Evaluation

The vendor needs to achieve a cut – off score of 80 marks in this evaluation stage to be qualified for commercial bid opening. Only those vendors who achieve the specified cut – off scores would be short-listed for Commercial Bid Evaluation. The Technical Proposal will be evaluated for technical suitability and the criteria for evaluation of technical bids are as under:

SR	Evaluation Criteria	Marking Criteria	Max Marks
1	Developed strategic blueprints and designed future roadmaps for a Fintech company / schedule	For services rendered to 15 Fintech/ Banks – 30 marks	30

RFP FOR SELECTION OF CONSULTANT FOR DEVELOPMENT OF STRATEGIC BLUEPRINT AND ROADMAP FOR BANK OF BARODA SUBSIDIARY – BARODASUN TECHNOLOGIES LIMITED

SR	Evaluation Criteria	Marking Criteria	Max Marks
	commercial Banks (minimum 3 Fintech and 2 Banks) during last -5-years. <i>(Documentary proof: A copy of engagement letter/work order/letter of award for each assignment to be furnished by the bidder. And Successful completion Certificate or Relevant Credential letters from concerned Bank)</i>	10 Fintech/Banks – 25 marks 5 Fintech/ Banks – 20 marks	
2	Qualified and experienced staff holding professional degrees and engaged in Developing Strategic blueprint and Roadmap. <i>(Documentary proof: Self-declaration letter with details qualification of the professionals)</i>	Number of qualified , experienced staff engaged >50 : 30 marks Number of qualified , experienced staff engaged > 40 : 20 marks Number of qualified , experienced staff engaged > 30: 10 marks	30
3	Technical Bid presentation as per Scope of work mentioned in this RFP	Excellent (Meets RFP requirements & very detailed) 30-40 Marks Good- 20-30 marks Just met expectations :5-15	40
	Total Marks		100

In case there is only one vendor having technical score of 80 or more, the Bank may, at its sole discretion, also consider the next highest technical score and qualify such vendor. In case, none of the participating vendors qualify on technical criteria and reach or exceed the cut-off score of 80, then the Bank, at its sole discretion, may qualify two vendors on the basis of the top 2 scores. However, the Bank at its discretion may reject the proposal of the Vendor or will not consider vendor below cutoff marks by relaxing as mentioned above, if in the Bank's opinion the Vendor could not present or demonstrate the proposed services/projects as described in the proposal or in case the responses received from the customer contacts / site visited are negative or the proposed solution does not meet the Bank's functional and technical requirement.

C. Commercial Bid Evaluation

The commercial bids of only those bidders who qualify in the eligibility will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible Bidders. The commercial bids submitted by Bidders will be evaluated using as per GeM rule “Total Value Wise Evaluation”. The bidder with the lowest total cost of ownership (TCO) will be the L1 bidder and will be recommended for award of the contract.

2. Commercial Bids Terms

In the event the Bank has not asked for any quotes for alternative prices, and the bidder furnishes the alternative price in the Bidder’s financial bid, the higher of the prices will be taken for calculating and arriving at the Total Cost of Ownership. However, payment by the Bank will be made at the lower price. The Bank in this case may also reject the offer outright.

In the event optional prices are not quoted by the bidder, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the participating Bidder will be taken as the costs, for such alternatives and also for arriving at the Total Cost of Ownership for the purpose of evaluation of the Bidder. The same item has to be supplied by the Bidder free of cost

The bidder is requested to quote in Indian Rupee (INR). Bids in currencies other than INR would not be considered. The date for opening of price bids would be communicated separately to the successful bidders post the completion of the technical evaluation

The prices and other terms offered by bidders must be firm for an acceptance period of 180 days from the opening of the commercial bid.

In case of any variation (upward or downward) in Government levies / taxes / cess / duties etc. which has been included as part of the price will be borne by the bidder. Variation would also include the introduction of any new tax / cess/ duty, etc provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like GST and any taxes introduced instead of GST and levies associated to GST or any new taxes introduced after the submission of bidder’s proposal shall be passed on or adjusted to the Bank. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Necessary documentary evidence should be produced for having paid any tax/cess/duty, if applicable, and/or other applicable levies.

If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than GST and if the Bank has to pay the same for any of the items or supplies made here under by the bidder, for any reason including the delay or failure or inability of the bidder to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Bidder along with the documentary evidence. If the Bidder does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Bidder from the Bank along with the interest calculated at commercial rate.

Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected Bidder will be final and binding on the bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows “Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the bidder”.

The Bank is not responsible for any assumptions or judgments made by the bidder for arriving at any type of costing. The Bank at all times will benchmark the performance of the bidder to the RFP and other documents circulated to the bidder and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the bidder must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents. The Bank shall not be responsible for any assumptions made by the bidder and the Bank’s interpretation will be final.

The Commercial Offer should give all relevant price information and should not contradict the Technical Offer in any manner. There should be no hidden costs for items quoted.

The Bank is not responsible for the arithmetical accuracy of the bid. The bidders will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Bidder. The Bank at a later date will not accept any plea of the bidder or changes in the commercial offer for any such assumptions.

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

3. Price Comparisons

The successful bidder will be determined on the basis of bid evaluation process as mentioned under Evaluation Criteria in this RFP document.

Normalization of bids: The Bank will go through a process of evaluation and normalization of the bids to the extent possible and feasible to ensure that bidders are more or less on the same ground of evaluation. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the shortlisted bidders to resubmit the commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The bidders agree that they have no reservation or objection to the normalization process and all the bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

The Price offer shall be on a fixed price basis. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected. The rate quoted by the bidder should necessarily include the following:

Prices quoted by the Bidder should be inclusive of all taxes, duties, levies, GST etc. The Bidder shall provide the GST amount in the commercial bids (without amounts being submitted in the technical response). There will be no price escalation for during the contract period and any extension thereof.

The Bidders expected to provide details of services which are required to be extended by the Bidder in accordance with the terms and conditions of the contract.

The Bidder must provide and quote for the required product and services as desired by the Bank as mentioned in this RFP. Any product or services not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder.

Annexure 04 – Declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure

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

To

General Manager (PMO, Special Projects Subsidiaries & JVs)
Bank of Baroda
Baroda Corporate Centre
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

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

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

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

(Please strike off whichever is not applicable)

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

In case the work awarded to us, I/ we undertake that I/ we shall not subcontract any of assigned work under this engagement without the prior permission of bank.

Further we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that our subcontractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our subcontractor fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached herewith.]”

3. We, hereby confirm that we fulfill all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process.

We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

4. This declaration cum undertaking is executed by us or through our Authorized person, after having read and understood the terms of RFP and the Office Memorandum and Order.

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

List of documents enclosed:

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

Annexure 05 – Bid Security Form (Bank Guarantee)

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

Date:

General Manager (PMO, Special Projects Subsidiaries & JVs)
Bank of Baroda
Baroda Corporate Centre
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Dear Sir,

WHEREAS.....(Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at India (hereinafter referred to as “the VENDOR”) proposes to offer its response to Bid No.. #: (RFP details) (hereinafter called the “RFP”)

AND WHEREAS, in terms of the conditions as stipulated in the RFP, the VENDOR is required to furnish a Bank Guarantee in lieu of the Earnest Money Deposit (EMD), issued by a Scheduled Commercial Bank in India in your favour to secure the order of the RFP in accordance with the RFP Document (which guarantee is hereinafter called as “BANK GUARANTEE”)

AND WHEREAS the VENDOR has approached us, for providing the BANK GUARANTEE.

AND WHEREAS at the request of the VENDOR and in consideration of the proposed RFP response to you, WE,.....having..... Office at....., India has agreed to issue the BANK GUARANTEE.

THEREFORE, WE,, through our local office at India furnish you the Bank GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We....., undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time to the extent of Rs.....(Rupeesonly) an amount equivalent to the EMD against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the vender . any of the terms and conditions contained in the RFP and in the event of the VENDOR commits default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the RFP or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not

exceeding the sum of Rs.....(Rupees..... only) as may be claimed by you on account of breach on the part of the VENDOR of their obligations in terms of the RFP.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the VENDOR has committed any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the VENDOR after expiry of the relative guarantee period of the RFP and after the VENDOR had discharged all his obligations under the RFP and produced a certificate of due completion of work under the said RFP and submitted a "No Demand Certificate" provided always that the guarantee shall in no event remain in force after the day of without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. Should it be necessary to extend Bank Guarantee on account of any reason whatsoever, we undertake to extend the period of Bank Guarantee on your request under intimation to the VENDOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without affecting Bank Guarantee from time to time to vary any of the terms and conditions of the RFP or extend the time of performance of the RFP or to postpone any time or from time to time any of your rights or powers against the VENDOR and either to enforce or forbear to enforce any of the terms and conditions of the said RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the VENDOR or any other forbearance, act or omission on your part or any indulgence by you to the VENDOR or by any variation or modification of the RFP or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs.....(Rupees.....only) as aforesaid or extend the period of the guarantee beyond the said day of unless expressly agreed to by us in writing.
6. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the VENDOR or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the VENDOR.
7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the VENDOR hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.

8. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the VENDOR from time to time arising out of or in relation to the said RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by courier, e-mail or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
10. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees here before given to you by us (whether jointly with others or alone) and now existing un-cancelled and that Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. The Bank Guarantee shall not be affected by any change in the constitution of the Vendor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
12. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
13. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the VENDOR.
14. Notwithstanding anything contained herein above;
 - i) our liability under this Guarantee shall not exceed Rs.....(Rupees.....only) ;
 - ii) This Bank Guarantee shall be valid up to and including the date and
 - iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
15. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

For and on behalf of
Branch Manager
Seal & Address

Annexure 06 – Undertaking from the Bidder

To

General Manager (PMO, Special Projects Subsidiaries & JVs)
Bank of Baroda
Baroda Corporate Centre
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: RFP FOR SELECTION of CONSULTANT FOR DEVELOPMENT OF STRATEGIC BLUEPRINT AND ROADMAP FOR BANK OF BARODA SUBSIDIARY – BARODASUN TECHNOLOGIES LIMITED

Having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to deliver all the deliverables mentioned in the ‘Request for Proposal’ and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.

1. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.
2. Masked Commercial Bid (Annexure 10) and Commercial Bid (Annexure 11) both have been submitted as per format mentioned under this RFP document without any deviation.
3. We agree to abide by this Tender Offer for 180 days from date of bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. a) We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.
(b) Commission or gratuities, if any paid or to be paid by us to agents relating to this Bid and to Contract execution, if we are awarded the Contract are listed below.
 - i. Name and Address of the Agent -(please specify NA if not applicable)
 - ii. Amount and Currency in which Commission paid / payable -(please specify NA if not applicable)
 - iii. Purpose of payment of Commission (If commission is not paid / not payable indicate the same here) -(please specify NA if not applicable)
6. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.

RFP FOR SELECTION OF CONSULTANT FOR DEVELOPMENT OF STRATEGIC BLUEPRINT AND ROADMAP FOR BANK OF BARODA SUBSIDIARY – BARODASUN TECHNOLOGIES LIMITED

7. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Annexure 07 – Pre-Bid Queries Form

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

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

Name of the Respondent:

Contact Person from Respondent in case of need.

Name :

Tel No:

e-Mail ID:

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

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

Date:

Annexure 08 – Conformity Letter

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

To
General Manager (PMO, Special Projects Subsidiaries & JVs)
Bank of Baroda
Baroda Corporate Centre
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: RFP FOR SELECTION of CONSULTANT DEVELOPMENT OF STRATEGIC BLUEPRINT AND ROADMAP FOR BANK OF BARODA SUBSIDIARY – BARODASUN TECHNOLOGIES LIMITED

Further to our proposal dated, in response to the Request for Proposal.....(Bank’s tender No. hereinafter referred to as “RFP”) issued by Bank of Baroda (“Bank”) we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank’s decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder’s Corporate Name

Address

Email and Phone #

Annexure 09 – Masked Commercial Bid
Amount (Rs.)

Item Description	Amount	GST Amount	Total Amount Inclusive GST
	(A)	(B)	C=(A+B)
Fee for the Project	0.00	0.00	0.00
Any Other Charges	0.00	0.00	0.00
Total Cost of Ownership (TCO)			

We abide by the following terms and conditions:

- TCO must be quoted in Indian Rupee (INR) only and should be inclusive of all taxes, duties, levies, GST etc.
- All Quoted Commercial Values should comprise of values only up to 2 decimal places. Bank for evaluation purpose will consider values only up to 2 decimal places for all calculations & ignore all figures beyond 2 decimal places.
- All Deliverables to be supplied as per RFP requirements provided in the tender. The Service Charges need to include all services and other requirement as mentioned in the RFP.
- Any extra services if required for fulfilling the scope, the bidder is required to factor the same in above mentioned line items only. Vendor to factor all its expenses like travelling, boarding, lodging etc. Apart from amount specified in commercial bid, no other expenses will be paid by the Bank. The Bidder needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the Bidder would need to provide the same without any additional charge.
- There shall be no price escalation during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- All the payments will be released as per the payment schedule mentioned on submission of invoice along with all supporting documents signed by Bank Officials. Bank will deduct applicable TDS, if any, as per the law of the land.
- Bank reserves the right to disqualify the Bidder in case of any deviation observed in the commercial Bid.

We hereby undertaking to the bank to comply with the secrecy provision pursuant to provision of Banking Regulation Act, 1949 and other applicable laws. Further, we confirm that we will abide by all the terms and conditions mentioned above & in the tender document.

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Annexure 10 – Performance Guarantee

BANK GUARANTEE

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To

General Manager (PMO, Special Projects Subsidiaries & JVs)
Bank of Baroda
Baroda Corporate Centre
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

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

AND WHEREAS, in terms of the conditions as stipulated in the PO and the Request for Proposal document No. Dated for (hereinafter referred to as "RFP"), the Bidder is required to furnish a Performance Bank Guarantee issued by a Public Sector Bank/ schedule commercial bank in India other than the Bank of Baroda in your favour for Rs...../- towards due performance of the contract in accordance with the specifications, terms and conditions of the purchase order and RFP document (which guarantee is hereinafter called as "BANK GUARANTEE").

AND WHEREAS the Bidder has approached us for providing the BANK GUARANTEE.

AND WHEREAS at the request of the Bidder, WE,, a body corporate in terms of the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 having it's Office at and a branch inter alia at India have agreed to issue the BANK GUARANTEE.

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

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

damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the Bidder of any of the terms and conditions contained in the PO and RFP / SLA and in the event of the Bidder committing default or defaults in carrying out any of the work or discharging any obligation under the PO or RFP document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs...../-.(Rupees

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

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

all your claim or claims against the Bidder from time to time arising out of or in relation to the PO and RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.

8. Any notice by way of demand or otherwise hereunder may be sent by special courier or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
9. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to you by us (whether jointly with others or alone) and now existing enforce and this Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
10. The Bank Guarantee shall not be affected by any change in the constitution of the Bidder or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
11. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the Bidder shall have no claim against us for making such payment.
13. Notwithstanding anything contained herein above;
 - a. our liability under this Guarantee shall not exceed Rs./- (Rupeesonly)
 - b. this Bank Guarantee shall be valid and remain in force upto and including the date and
 - c. we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
14. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

Dated this the day of, 20.....

For and on behalf of
Branch Manager
Seal and Address

Annexure 11 – SERVICE LEVEL AND NON-DISCLOSURE AGREEMENT FORMAT

This Agreement is made in Mumbai this..... Day of 2025 by and between BANK OF BARODA, body corporate constituted under the Banking Companies [Acquisition & Transfer of Undertakings] Act 1970 having its Head Office at Mandvi, Baroda and Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400051, hereinafter for brevity sake referred to as “BOB” (which expression shall, unless repugnant to the context or meaning, include its successors and assigns) of the one Part;

AND

_____ a company incorporated under the....., having its registered office at _____ hereinafter referred to as “the Consultant” (which expression shall, unless repugnant to the context and meaning thereof include its subsidiaries, affiliates, successors and permitted assigns) of the other Part,

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

WHEREAS

BOB is one of the largest Public Sector Banks in India and has international operations in 23 other countries. BOB has implemented a robust technology infrastructure in India and abroad

BOB intent to appoint a competent Consultant to assist the Bank in developing RFP for selection of consultant for development of strategic blueprint and roadmap for Bank of Baroda subsidiary – BarodaSun Technologies Limited. For this purpose, BOB had issued the RFP No. _____ Dated _____ and had invited the tenders from the eligible participant

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

It was a condition in the RFP that the Parties would enter into a Service Level and Non-Disclosure Agreement which shall include all the services and terms and conditions of the services to be extended as detailed here in.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS

1. Definitions

1. Bank, BOB means ‘Bank of Baroda’
2. Recipient, Respondent, Bidder, service provider, vendor means the respondent to the RFP document
3. RFP means the Request For Proposal document
4. Proposal, Bid means “Response to the RFP Document”
5. Support means Support & Services to be provided as part of the Scope of Work

RFP FOR SELECTION OF CONSULTANT FOR DEVELOPMENT OF STRATEGIC BLUEPRINT AND ROADMAP FOR BANK OF BARODA SUBSIDIARY – BARODASUN TECHNOLOGIES LIMITED

6. SLA means Service level Agreement
7. NDA means Non-Disclosure Agreement
8. GeM – Government-e-Marketplace
9. Central Vigilance Commission (CVC)
10. One Time Cost (OTC)
11. Total Cost of Ownership (TCO)
12. EMD – Earnest Money Deposit
13. Support means Support & Services to be provided as part of the Scope of Work
14. PBG -Performance Bank Guarantee
15. NPV mean Net Present Value
16. SP means Service Provider or Vendor
17. BSTL means BarodaSun Technologies Limited

2. Term And Renewal

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

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

3. Scope Of Service / Deliverables And Service Levels

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

4. Timeline And Reporting Mechanism

Total Timeline for completion of scope of work / deliverables – 90 days. Bidder will have to pay late delivery charges to Bank of Baroda @ 0.1% of the Total cost of the project inclusive of all taxes, duties, levies etc., per week or part thereof, for late delivery beyond due date of delivery, to a maximum of 5% of the total contract value inclusive of all taxes, duties, levies etc. beyond that Bank of Baroda reserves the right to cancel the contract.

5. Deliverables

Bank of Baroda has a requirement for bank's subsidiary namely BarodaSun Technologies Limited (BSTL) toward operationalizing its vision and requires a robust strategic framework and Blueprint for next 5 years to guide its direction and decision-making. The dynamic and highly competitive nature of financial services demands a clear focus on technology innovation, market insights, compliance, and agile operations that will provide critical support in shaping BSTL's strategic vision and driving its growth trajectory.

The primary objective of this engagement is to develop a comprehensive plan that enables BSTL to:

- Formulate a Clear Strategic Vision
- Define BSTL's mission, vision, and long-term goals in alignment with Bank of Baroda's strategic direction.
- Establish core principles that distinguish BSTL as a forward-thinking technology provider.
- Build an Actionable Roadmap
- Identify short, mid, and long-term initiatives for technology adoption, operational efficiency, and market positioning.
- Prioritize opportunities based on feasibility, impact, and alignment with BSTL's capabilities.
- Position BSTL as a Key Driver of Innovation and Growth
- Develop strategies to incubate and scale innovative solutions, targeting Market requirements and opportunities.
- Enable BSTL to act as a central innovation hub, facilitating partnerships, collaborations, and knowledge sharing across ecosystems.

The consultant will be responsible for delivering comprehensive plans, frameworks, and actionable insights primarily in the following areas in alignment with Bank of Baroda Strategic vision

1. **Define Charter and Strategic Blueprint**

- Specify strategic objectives and success criteria aligned with the current market demand
- Conduct stakeholder interviews and market assessments to shape the strategic direction.

2. **Roadmap & Recommendations (Short, Mid, and Long-Term)**

- Develop a phased action plan highlighting critical initiatives, timelines, and resource requirements.
- Provide tactical recommendations for quick wins, as well as mid to long-term strategies for sustainable growth.

3. **Building Core Capabilities**

- **Technology:** Identify the foundational technology platforms, architecture, and tools necessary for BSTL's offerings.
- **Partnership & Engagement:** Outline approaches for collaborating with fintechs, startups, and other strategic partners to accelerate innovation.
- **Services & Support:** Recommend service delivery models (managed services, in-house, outsourcing, etc.) that align with BSTL's business objectives.
- **Collaboration:** Propose internal collaboration frameworks, including cross-functional teams and centers of excellence to boost efficiency and innovation.

4. **Support Functions and Operational Structure:**

- Determine the key support functions required to facilitate BSTL's growth.

5. Infrastructure Requirements

- Assess existing infrastructure (on-premises, cloud, hybrid) and recommend enhancements or new solutions as needed.
- Ensure scalability, security, and compliance with relevant regulations in all infrastructure-related proposals.

6. Target Operating Model (TOM)

- Incorporate best practices from leading technology-driven organizations.
- Create an Organization structure with the industry best practices and create SOP for governance mechanism with Bank of Baroda

7. Roles, Responsibilities, and KPIs

- Identify key performance indicators (KPIs) and metrics to track performance, efficiency, and strategic alignment.
- Establish a performance monitoring framework that allows for ongoing evaluation and course correction.

8. High-Level Business Case

- Develop a financial model projecting revenue, costs, and ROI based on proposed initiatives.
- Road map for achieving break even and subsequent Revenue generation.

Any Other inputs as advised by the Consultant.

The Contract will be effective from the date of placing of purchase order at a whole or in staggered method during the said Contract Period. Bidder shall be responsible for the delivery of mentioned scope of services and shall be the single point of responsibility for the bank.

6. Single Point of Contact & Direct Support

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

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

7. PAYMENT TERMS:

The payments shall be released by BOB's Office. The method and conditions of payments to be made to the successful bidder as per:

S No.	Payment Schedule	Percentage (%) of Contract Value
1	On Delivery of Draft Report	10%
2	On completion of delivery	60%
3	One month after the date of delivery	40%

Note: Payment will be released on submission of signoff from the Bank Official along with original invoice. Moreover, payments will be released only after submission of PBG and signing of SLA (including an NDA by Successful Bidder).

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

submission of relevant documents. The Bank will pay invoices within a period of 30 days from the date of receipt of accepted invoices. Any dispute regarding the invoice will be communicated to vendor within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 15 days from the date the dispute stands resolved.

8. Out of pocket expenses:

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

9. Security deposit:

The security deposit of 2% of the quoted rate shall be submitted by the successful bidder within 14 days of acceptance of order.

10. Set-off:

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

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

11. COVENANTS OF the Consultant:

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

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

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

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

11.3 All employees engaged by the Consultant shall be in sole employment of the Consultant and the Consultant shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall BOB be liable for any payment or claim or compensation (including but not limited to compensation on account of injury /death / termination) of any nature to the employees and personnel of the Consultant.

11.4 The Consultant:

- shall be responsible for all negotiations with personnel relating to salaries and benefits, and shall be responsible for assessments and monitoring of performance and for all disciplinary matters.
- shall not knowingly engage any person with a criminal record/conviction and shall bar any such person from participating directly or indirectly in the provision of services under this Agreement.
- shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel.
- shall not exercise any lien on any of the assets, documents, instruments or material belonging to BOB and in the custody of the Consultant for any amount due or claimed to be due by the Consultant from BOB.
- shall regularly provide updates to BOB with respect to the provision of the services and shall meet with the personnel designated by BOB to discuss and review its performance at such intervals as may be agreed between the Parties.
- shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but not limited to Minimum Wages Act, Provident Fund laws, Workmen's Compensation Act) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations.
- shall not violate any proprietary and intellectual property rights of BOB or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights in course of providing services hereunder.
- shall ensure that the quality and standards of materials and services to be delivered or rendered hereunder, will be of the kind, quality and timeliness as designated by the BOB and communicated to the Consultant from time to time.
- shall not work in a manner which, in the reasonable opinion of BOB, may be detrimental to the interests of BOB and which may adversely affect the role, duties, functions and obligations of the Consultant as contemplated by this Agreement.
- shall comply ESG, BRSR and other related parameters including the Declaration of Human Rights, Inclusive of those in the International Bill of Rights and Declaration of Fundamental Rights at work (1998) as per the International Labour Organization as well as the United Nations Guiding Principles on Business and Human Rights and the National Guidelines on Responsible Business Conduct
- Consultant shall comply with the Bank's Code of Ethics, available on the Bank's website>Shareholder's Corner> Policies/Codes> Our Code of Ethics, during the validity period of this agreement/contract.

12. Confidentiality:

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

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

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

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

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

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

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

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

i) Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;

ii) Prior to the disclosure by BOB was known to or in the possession of the Consultant at the time of disclosure ;

iii) Was disclosed or parted with the prior consent of BOB;

iv) Was acquired by the Consultant from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from BOB.

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

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

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

13. INDEMNITY

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

- ▶ Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Consultant under this assignment ; and/or
- ▶ Negligence or willful misconduct of the Consultant and/or its employees, agents, sub-contractors in performance of the obligations under this assignment; and/or
- ▶ claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Consultant, against the Bank; and/or
- ▶ claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Consultant to its employees, its agents, contractors and sub-contractors
- ▶ , or breach of any terms, representation or false representation or inaccurate statement or assurance or covenant or warranty of the Consultant under this assignment; and/or
- ▶ breach of confidentiality obligations of the Consultant; and/or
- ▶ any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights;

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

and settlement of the claims.

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

If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the Consultant shall without additional cost to the Bank, shall offer either:

- 1) replace or modify the deliverables which are functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or
- 2) obtain a license for the Bank to continue the use of the deliverables, as required by the Bank as per the terms and conditions of this assignment or subsequent Agreement and to meet the service levels; or

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

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

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

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

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

14. PROPERTY RIGHTS

1. Each Party owns and retains all rights, title and interests in and to its respective Pre-Existing Intellectual Property and Independent Intellectual Property. Independent Intellectual Property means any Intellectual Property developed by a Party independently of the applicable statement of work. "Pre-Existing Intellectual Property" means any Intellectual Property owned by a Party, or licensed to such Party (other than by the other Party), as at the commencement date of the applicable statement of work.
2. Whereas title to all inventions and discoveries made jointly by the parties resulting from the Work performed as per this agreement shall reside jointly between the parties. Both the parties shall mutually decide the future course of action to protect/ commercial use of such joint IPR. The Intellectual Property Rights shall be determined in accordance with Indian Laws.

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

15. CONTRACT PERFORMANCE GUARANTEE

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

16. PENALTIES AND LIQUIDATED DAMAGES:

16.1 Consultant have to pay late delivery charges to Bank of Baroda @ 0.1% of the Total cost of the project inclusive of all taxes, duties, levies etc., per week or part thereof, for late delivery beyond due date of delivery, to a maximum of 5% of the total contract value inclusive of all taxes, duties, levies etc. beyond that Bank of Baroda reserves the right to cancel the contract.

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

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

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

17. TERMINATION

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

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

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

gives written notice; or

- Failure by consultant to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or
- The progress regarding execution of the contract/ services rendered by the consultant is not as per the prescribed time line, and found to be unsatisfactory.
- The Consultant commits a breach of any of the terms and conditions of this contract.
- Consultant goes into liquidation voluntarily or otherwise.
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the contract.

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

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

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

17.5 In the event that this Agreement is terminated for any reasons, either Party shall forthwith hand over to the other the possession of all documents, material and any other property belonging to the other that may be in the possession of the Party or any of its employees, agents or individuals.

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

18. CORPORATE AUTHORITY

The Parties represent that they have taken all necessary corporate action and sanction to authorize the execution and consummation of this Agreement and will furnish satisfactory evidence of same upon request.

19. LAW, JURISDICTION AND DISPUTE RESOLUTION

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

19.2 ARBITRATION

RFP FOR SELECTION OF CONSULTANT FOR DEVELOPMENT OF STRATEGIC BLUEPRINT AND ROADMAP FOR BANK OF BARODA SUBSIDIARY – BARODASUN TECHNOLOGIES LIMITED

- a) BOB and the Consultant shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after 30 days from the commencement of such informal negotiations, Bank and the Consultant have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration.
- b) The dispute, controversy or claims arising out of or in connection with the Agreement shall be referred to sole arbitrator to be appointed by mutual consent OR the number of arbitrators shall be three, with each Party to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the Parties shall appoint a third arbitrator who shall act as the chairman of the proceedings.
- c) The place of arbitration shall be at Mumbai
- d) The arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be the Indian law.
- e) The award of the arbitrator shall be final and conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgment thereon in any one or more of the highest courts having jurisdiction. The Parties further agree that such enforcement shall be subject to the provisions of the Indian Arbitration and Conciliation Act, 1996 and neither Party shall seek to resist the enforcement of any award in India on the basis that award is not subject to such provisions.
- f) The rights and obligations of the Parties under or pursuant to this Clause, including the arbitration agreement in this Clause, shall be under the exclusive jurisdiction of the courts located at Mumbai.

20. AUDIT:

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

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

21. LIMITATION OF LIABILITY

21.1 Notwithstanding, the contents of para 20.2 of this Agreement, the Consultant's aggregate liability in connection with obligations undertaken as a part of this Project whether arising under this project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be actual.

21.2 The Consultant's liability in case of claims against BOB resulting from its willful misconduct or gross negligence, loss suffered by BOB due to damage to real or tangible or intangible property by Consultant, its employees and/ or subcontractors or loss suffered by BOB due to infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

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

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

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

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

21.7. All employees engaged by the party shall be in sole employment of the party and the party shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall other party be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the party .

22. PUBLICITY

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

23. INDEPENDENT ARRANGEMENT

This Agreement is on a principal-to-principal basis between the Parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the parties. The Consultant acknowledges that its rendering of services is solely within its own control, subject to the terms and conditions agreed upon and agrees not to hold it out to be an employee, agent or servant of BOB or Affiliate thereof.

24. SUBCONTRACTING:

The Consultant shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required by it under the contract without the prior written consent of the BOB.

25. NON – SOLICITATION

The Consultant, during the term of the contract shall not without the express written consent of BOB, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity by BOB in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of BOB at any time to terminate his/ her relationship with the BOB.

26. VICARIOUS LIABILITY

The Consultant shall be the principal employer of the employees, agents, contractors, subcontractors, etc., if any, engaged by the Consultant and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the BOB shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the Consultant for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the Consultant shall be paid by the Consultant alone and the BOB shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Consultant 's employees, agents, contractors, subcontractors etc. The Consultant shall agree to hold the BOB, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the BOB through the action of Consultant 's employees, agents, contractors, subcontractors, etc.

27. FORCE MAJEURE

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

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

28. NOTICES AND COMMUNICATIONS

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

For consultant	Bank of Baroda

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

29. MISCELLANEOUS

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

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

29.3 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto. In case of any contradiction in the terms of RFP, offer document and Purchase Order etc, and this Agreement the terms hereof shall prevail.

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

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

29.6 The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.

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

29.8 Neither Party may assign, in whole or in part, the benefits or obligations of this Agreement to any other person without the prior written consent of the other Party, such consent not to be unreasonably withheld. Provided , BOB may assign any of its rights and obligations hereunder to any of its affiliates without the prior consent of Consultant.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year first above written.

Signed and Delivered by the within named

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

its authorized official in the presence of:

1.

2.

Signed and Delivered by the within named

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

its authorized official in the presence of:

1.

2