



बैंक ऑफ़ बड़ौदा **Bank of Baroda**



REQUEST FOR PROPOSAL

Validation of Digital Risk Management Framework through External Agency

Risk Management Department (RMD)

Bank of Baroda,
Baroda Sun Tower, 2nd Floor,
C-34, G-Block, Bandra-Kurla Complex
(BKC), Bandra (East),
Mumbai - 400 051

11th April, 2025

RFP Reference: [GEM/2025/B/6118501](#)



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Confidentiality:

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Disclaimer

This RFP is not an offer by BOB, but an invitation to receive response from eligible interested bidders for validation of Digital Risk Management Framework through External Agency in BOB. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by BOB with the Bidders. This document should be read in its entirety.



बैंक ऑफ़ बड़ोदा **Bank of Baroda**



[A] Important Dates:

#	Particulars	Timeline
1	RFP Issuance Date	11 th April, 2025
2	RFP Coordinator Name, Contact details (Bank)	<p>1. Shri Damanjeet Singh 2. Shri Shubham Khare</p> <p>Address: Baroda Sun Tower, 2nd Floor, C-34, G-Block, Bandra-Kurla Complex (BKC), Bandra (East), Mumbai - 400 051 Phone: 022-66983166/66981403 e-mail: damanjeet.singh2@bankofbaroda.com Shubham.khare@bankofbaroda.com</p>
3	Last Date of receiving request for clarifications before the Prebid Meeting	<p>19th April, 2025</p> <p>Bidder to submit a maximum of -4- participant's names, contact numbers, designations and e-mail IDs on damanjeet.singh2@bankofbaroda.com & Shubham.khare@bankofbaroda.com along with pre-bid clarification</p>
4	Pre-bid Meeting Date	22 nd April, 2025
5	Pre-bid Meeting details	<p>If the meeting is scheduled through online meeting platform (viz. MS Teams), the invite Link will be sent by the Bank to bidder's provided email IDs to join the Online Meeting as per the schedule communicated separately.</p> <p>Bidder representatives will have to click the Bank provided link (provided in the e-mail) to join the On-Line Pre-bid meeting</p>
6	Last Date of Submission of RFP Response (Closing Date)	02nd May, 2025 – 5 pm
7	Eligibility Cum Technical Bid Opening Date	<p>06th May, 2025 – 3 pm</p> <p>The meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams)</p> <p>Bidders are requested to send bid submission confirmation with their email address for attending online bid opening meeting on damanjeet.singh2@bankofbaroda.com & Shubham.khare@bankofbaroda.com after RFP submission timeline is over.</p>
8	Commercial Bid	The commercial bids of only those Bidders who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible Bidders.
9	Bid Security (Earnest Money Deposit)	<p>INR 2,00,000/- (Rupees Two Lacs Only)</p> <p>Bidders are requested to deposit EMD in the account through NEFT as per following detail :</p> <p>A/c Name – BCC Office admin & Security A/C No – 29040400000417 IFSC Code – BARB0BANEAS (Please note – Zero at fifth character)</p> <p>(UTR Details to be submitted in Annexure 5)</p>



बैंक ऑफ़ बड़ौदा **Bank of Baroda**



10	Mode of bid submission & online portal's URL	Mode: Online URL: https://gem.gov.in
11	Support details of Online Portal facilitator	GeM Portal Helpdesk Team Email: helpdesk-gem@gov.in Phone: 1800-419-3436 / 1800-102-3436 For more details, check under Contact us at home page of e-procurement portal https://gem.gov.in



बैंक ऑफ़ बड़ौदा Bank of Baroda



[B] Important Clarifications:

The following terms are used in the document interchangeably to mean:

1. **'Bank', 'BOB'** means 'Bank of Baroda'
2. **'Recipient', 'Respondent', 'Bidder', 'Service Provider', 'Vendor', 'Consultant'** 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. Central Vigilance Commission (CVC)
9. One Time Cost (OTC)

Please note:

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. Bidders having beneficial ownership from land border sharing countries will also require mandatory approval of Competent Authority for participation in this bid
- III. **"Bidder"** (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

IV. **"Bidder from a country which shares a land border with India"** for the purpose of this Order means: -

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose *beneficial owner* is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

V. The **'beneficial owner'** for the purpose of (III) above will be as under:

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

Explanation:

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



बैंक ऑफ़ बड़ौदा *Bank of Baroda*



person who holds the position of senior managing official.

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

VI. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VII. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.



Contents

Sl no	Contents	Page no
1	Introduction	8
2	Project overview and scope of work	8
3	Contract period	8
4	Pre-Qualification for Submission of Bid	8
5	Bid Security (Earnest Money Deposit)	9
6	Team	10
7	Performance Guarantee	10
8	Payment Terms	10
9	Sub – Contracting	10
10	Service Level Agreement and Non-Disclosure Agreement	10
11	Compliance with Laws	10
12	Termination	11
13	Grievance Redressal	11
14	Dispute Resolution	11
15	Governing Laws	12
16	Prevention of Corrupt and Fraudulent Practices	12
17	Information/Cyber-Security Measures/Controls for selected SP	12
18	Authorized Signatory	12
19	The Bidders submission by related parties	13
20	Right to Reject Bids	13
21	Terms and conditions	13
22	Information Confidentiality	18
23	Disclaimer	18

Annexure

Annexure 01	Guidelines for submission details and E-tendering	19
Annexure 02	Evaluation Terms	24
Annexure 03	Declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India	28
Annexure 04	Bid Security Letter	30
Annexure 05	Bid Security Form	32
Annexure 06	Undertaking from Bidder	36
Annexure 07	Pre-Bid Queries Form	37
Annexure 08	Conformity Letter	38
Annexure 09	Undertaking for Information Security	39
Annexure 10	Project Overview and Scope of Work	40
Annexure 11	Service Levels	41
Annexure 12	Payment Terms	41
Annexure 13	Masked Commercial Bid	42
Annexure 14	Commercial Bid	43
Annexure 15	Pre-Contract Integrity Pact	44
Annexure 16	Performance Guarantee Format	48
Annexure 17	Service Level And Non-Disclosure Agreement	50



बैंक ऑफ़ बड़ौदा **Bank of Baroda**



1. Introduction

- 1.1 Bank of Baroda is one of the largest Public Sector Bank (PSU) in India with a branch network of over 8395 branches in India and 84 branches & offices overseas including 45 branches of our subsidiaries, distributed in 17 countries.
- 1.2 Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at C-26, G-Block, Bandra-Kurla Complex, Bandra East, Mumbai - 400051 (hereinafter referred to as the “Bank”) which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this RFP document, hereinafter called RFP, to eligible Bidders, hereafter called as ‘Bidders’, to participate in the competitive bidding for validation of Digital Risk Management Framework (DRMF).
- 1.3 The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of 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.

2 Project overview and scope of work

- 2.1 This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda (“the Bank”) to select a Bidder for providing services relating to validation of digital risk management framework which has been developed internally by the bank.
- 2.2 For this purpose, Bank invites proposal from Bidders who are interested in participating in this RFP who fulfill the eligibility criteria mentioned under **Annexure - 2** and also in a position to fulfill the requirement as mentioned in the Scope of Work **Annexure – 10**. Apart from the above the Bidder must also agree to all our terms & conditions mentioned under this RFP.
- 2.3 The detailed scope of work during the current Phase of the RFP is mentioned in the **Annexure - 10**. However, Bank reserves the right to modify/ change/ postpone/ cancel the scope of work / any part of the scope of work at any phase of this contract.

3 Contract period & Renewal:

The bank shall enter into an agreement with the selected bidder for a period starting from date of the Purchase Order till -6- months. The contract shall be deemed completed only when services contracted by the Bank are as per the requirements of the contract executed between the Bank and the Vendor.

3.1 Period of empanelment:

The empanelment of the successful external agency will be valid for the period of 6 months, which may be extended to another 2 months with mutual consent. Bank may, at its sole discretion, terminate the empanelment of the service provider without any prior notice to the service provider. However, the external agency will be bound by the terms of on-going assignment with the Bank for completion of the same. The completion of the project will depend upon submission of deliverables and acceptance of completion certificate by the Bank.

4 Pre-Qualification for Submission of Bid

Bidders satisfying the eligibility conditions (mentioned in **Annexure - 2**) 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 - 10**, may submit their bid through Bank’s e-tendering service provider website <https://gem.gov.in> on or before the time line stipulated in the section [A] **Important Dates** above.

Bids submitted by any other means other than bid submission in e-tendering website will not be accepted by the Bank. The detailed guidelines for submission details and E-tendering are mentioned in **Annexure - 1**.



बैंक ऑफ़ बड़ोदा **Bank of Baroda**



5 Bid Security (Earnest Money Deposit)

5.1 Bidders are required to give an earnest money deposit of an amount as mentioned in “[A] Important Dates” at the time of submission of the technical bid. The proof of same is to be submitted while opening of eligibility cum technical bid, failing of which the bid of the concerned bidder may be rejected. Bid Security (Earnest Money Deposit) shall be paid through electronic mode or a Bank Guarantee (**Annexure - 5 – Bid Security Form**) of an equal amount issued by a Scheduled Commercial Bank (other than Bank of Baroda) located in India. This Bid-security is valid for -12- months and to be submitted through the electronic mode to the below mention account. The details of the account are as below.

- ✓ **Account Number-29040400000417**
- ✓ **Account Name – Bank of Baroda**
- ✓ **Branch- BKC, Mumbai**
- ✓ **IFSC- BARB0BANEAS.**

Non-submission of Earnest Money Deposit in the format prescribed in RFP will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee / security deposit.

The amount of Earnest money deposit would be forfeited in the following scenarios:

- a. In case the bidder withdraws the bid prior to validity period of the bid for any reason whatsoever.
- b. In case of the successful bidder, if the bidder fails or refuses to accept and sign the contract as specified in this document **within 30 days** of issue of contract order/letter of intent for any reason whatsoever; or
 - ▶ Fail To provide the performance guarantee **within 30 days** from the purchase order date, for any reason whatsoever.
 - ▶ To comply with any other condition precedent to signing the contract specified in the RFP documents.

5.2 Unsuccessful Bidder

Bid security money deposit or bank guarantee will be returned by the Bank **within four weeks** from closure of the RFP. No interest shall be paid on Bid security money deposit to unsuccessful Bidders.

5.3 Exemption for application money and EMD amount:

Exemption from submission of EMD and application money shall be given to bidders, who are Micro and Small Enterprises (MSE's) / Startups. The bidders who are MSE's have to submit necessary documents issued by NSIC and the bidders who are startups have to be recognized by the Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD and tender cost exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC/DIPP which are valid on last date of submission of the tender documents along with "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents. MSE's/Startup firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for EMD and Tender cost exemption.



बैंक ऑफ़ बड़ौदा **Bank of Baroda**



6. Team

The Shortlisted Bidder/s shall work with the Risk Management team for execution of the assignment/s and will ensure knowledge sharing and transfer all through the assignment. The team/s of Bidder/s shall work under the overall guidance and supervision of the Top Executives of Bidder/s and the Bank. As and when need arises, subject matter experts need to support various aspects of the assignment and should be available to supplement the efforts of the project Team/s.

The bidder should have the ability to provide full-time on-site / off-site resources in Mumbai as desired by the Bank. The team should comprise of subject matter specialists who must have worked on similar line of projects in India. The Bank reserves rights to levy penalties / hold back contracted payments if the manpower is not provided as per specifications of Bid document.

7. Performance Guarantee

7.1.1. The successful Bidder shall provide a Performance Guarantee **within 30 days** from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in **Annexure 16** to the extent of **5% of the Contract value** for the entire period of the contract plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be that of a nationalized Bank or schedule commercial bank only, other than Bank of Baroda.

7.1.2. In the event of non-performance of obligation or failure to meet terms of this Tender or subsequent agreement the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder.

7.1.3. The Bank reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.

7.1.4. If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the earnest money deposit taken from the Bidder will be forfeited.

8. Payment Terms:

As per Annexure - 11

9. Sub - Contracting:

The selected service provider/ 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 needs 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:

10.1. The empaneled external age shall be required to execute a) Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA), at the time of assignment of specific work which contains all the services and terms and conditions of the services to be extended as detailed herein. The empaneled external agency shall execute the SLA and NDA and provide the same along with acceptance of Purchase Order. (For Indicative Format of SLA & NDA please refer **Annexure - 17**)

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

11. Compliance with Laws:

11.1. Compliance in obtaining approvals/permissions/licenses:

The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under RFP for Validation of Digital Risk Management Framework through External Agency



बैंक ऑफ़ बड़ौदा **Bank of Baroda**



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 the 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 a reasonable time to the Bidder.

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

12. Termination:

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

13. Grievance Redressal:

Any bidder who claims to have a grievance against a decision or action with regards to the provisions of this RFP may file a request to the **Chief Risk Officer** at cgm.riskmgmt.bcc@bankoffbaroda.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:

Chief Risk Officer, Bank of Baroda, 2nd Floor, Baroda Sun Tower C-34, G-Block, BKC, Mumbai-51

14. Dispute Resolution:

- 14.1. 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.
- 14.2. 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.
- 14.3. 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.
- 14.4. All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the chairman of the proceedings.
- 14.5. The seat and place of arbitration shall be in Mumbai. The Arbitration and Conciliation Act 1996 or any RFP for Validation of Digital Risk Management Framework through External Agency



बैंक ऑफ़ बड़ौदा **Bank of Baroda**



statutory modification thereof shall apply to the arbitration proceedings.

- 14.6. 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:

- 16.1. As per the Central Vigilance Commission (CVC) directives, it is required that every participating bidder is required to sign an integrity pact as per the **Annexure - 15** of this RFP.
- 16.2. Every Bidders / Suppliers / Contractors are expected to observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of the policy:
- ▶ "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution AND
 - ▶ "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- 16.3. The Bank reserves the right to reject a proposal for the award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 16.4. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

17. Information/Cyber-Security Measures/Controls for selected SP:

The Bidder and third-party Service Provider need to provide an undertaking on their letter head as per Annexure-09 to comply with the Information and cyber security controls, on an ongoing basis and regulatory / legal guidelines and directives related to SP / outsourcing issued by regulators / legal entities from time to time. The SP shall provide access to the regulators, legal authorities, Bank and Bank appointed auditors for on-site/off-site supervision.

Service providers must ensure that outsourced critical IT services are subjected to the annual IT audit / Technology risk assessment process by an independent professional agency as approved by the local government or regulator at no extra cost to the Bank.

The selected SP must abide with all clauses of Bank's Cyber Security Controls which will be part of the NDA/SLA signed with the Bank at the time of award of contract.

18. 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 RFP for Validation of Digital Risk Management Framework through External Agency



बैंक ऑफ़ बड़ौदा **Bank of Baroda**



Bank. The Bidder shall furnish proof of signature identification for the above purposes as required by 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:

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

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. Right to Reject Bids:

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

- ▶ It is not in conformity with the instructions mentioned in the RFP document.
- ▶ It is not accompanied by the Earnest Money Deposit (EMD).
- ▶ It is not properly or duly signed.
- ▶ It is received through Telex / telegram / fax
- ▶ It is received after expiry of the due date and time.
- ▶ It is incomplete including non- furnishing the required documents.
- ▶ It is evasive or contains incorrect information.
- ▶ There is canvassing of any kind.
- ▶ 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.

21. General Terms and conditions

21.1. 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.

21.2. 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,

RFP for Validation of Digital Risk Management Framework through External Agency



बैंक ऑफ़ बड़ौदा **Bank of Baroda**



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.

21.3. 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.

21.4. 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.

21.5. 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.

21.6. 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.

21.7. 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.

21.8. 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 acknowledges 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.

21.9. 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

21.10. Only one submission of response to RFP by each Respondent will be permitted.

21.11. The Bank expects the Bidder to adhere to the terms of this tender document and would not accept any deviations to the same.

21.12. 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.

21.13. 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.

21.14. 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.

21.15. 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 lodgment of RFP response after the deadline. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.

21.16. The Bank has established RFP coordinators to provide a venue for managing bidder relationship and other RFP for Validation of Digital Risk Management Framework through External Agency



बैंक ऑफ़ बड़ौदा **Bank of Baroda**



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**"

- 21.17. Recipients are required to direct all communications for any clarification related to this RFP to RFP Coordinator.
- 21.18. All questions relating to the RFP, eligibility or otherwise, must be in writing and addressed to the addresses given in point "[A] **Important Dates**" above. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications. The Bank will try to reply, without any obligation in respect thereof, every reasonable question raised by the Respondents in the manner specified.
- 21.19. 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.
- 21.20. 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.
- 21.21. 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.
- 21.22. 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.
- 21.23. 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
- 21.24. All responses should be in English language. All responses by the bidder to this tender document shall be binding on such bidder after opening of the bids.
- 21.25. 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.
- 21.26. 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.
- 21.27. 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.
- 21.28. 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.
- 21.29. 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.

RFP for Validation of Digital Risk Management Framework through External Agency



बैंक ऑफ़ बड़ौदा **Bank of Baroda**



- 21.30. All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the Bidder to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
- 21.31. 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.
- 21.32. By submitting a proposal, the bidder agrees to contract with the Bank within the time period proscribed 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.
- 21.33. 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
- 21.34. The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables 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 fulfill all the terms and conditions of this RFP.
- 21.35. 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.
- 21.36. 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;
- 21.37. 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.
- 21.38. 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
- 21.39. 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.



बैंक ऑफ़ बड़ौदा Bank of Baroda



- 21.40. 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.
- 21.41. 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.
- 21.42. 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.
- 21.43. 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.
- 21.44. 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.
- 21.45. 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.
- 21.46. 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.
- 21.47. 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.
- 21.48. RFP responses received after the deadline for lodgment of RFPs may be registered by the Bank and may be considered and evaluated by the evaluation team at the absolute discretion of the Bank. Respondents are to provide detailed evidence to substantiate the reasons for a late RFP submission. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever.
- 21.49. Errors and Omissions**
Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than last date of receiving clarifications as specified in the section **[A] Important Dates** above.
- 21.50. Standards**
All standards to be followed in accordance with specifications detailed in the RFP document.
- 21.51. Abide with the universal human rights and banks Code of Ethics-**
RFP for Validation of Digital Risk Management Framework through External Agency



बैंक ऑफ़ बड़ौदा **Bank of Baroda**



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

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

22.52 The Bank of Baroda may at any time without assigning any reasons amend any term/part of this RFP document.

22. 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.

23. 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.



बैंक ऑफ़ बड़ौदा **Bank of Baroda**



Annexure – 1 Guidelines for submission details and E-tendering

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

Section #	Section Heading	Proforma Given
1.	Eligibility criteria compliance with bidder	Annexure – 2
2.	Undertaking from the bidder	Annexure – 3
3.	Bid Security (Earnest Money Deposit) Letter	Bidder to Provide Transaction Details or Bank Guarantee as per Annexure – 4
4.	Bid Security Form	Annexure – 5
5.	Undertaking from Bidder	Annexure – 6
6.	Pre-Bid Queries Form	Annexure – 7
7.	Conformity Letter	Annexure – 8
8.	Undertaking of Information Security (Bidder)	Annexure – 9
9.	Executive Technical Summary	Bidder to provide
10.	Technical Proposal: The proposal based on Technical Specification compliance should be submitted with pages properly numbered, each page signed and stamped.	Bidder need to provide the Compliance of all technical requirement along with the scope mentioned in Annexure 10
11.	Copy of the tender document along with annexures and addendum duly sealed and signed on all the pages of the document / digitally signed tender document.	Bidder to provide (signed /Digitally signed documents from authorized representative of bidder)
12.	Masked price bid (Please note that the masked price bid should be exact reflection of the commercial bid except that the masked price bid <u>should not contain any financial information</u>)	Annexure – 13
13.	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	Bidder to provide
14.	A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank.	Bidder to provide (To submit Board Resolution copy of authorizing official to submit the Bid)
15.	Format of Performance Guarantee	Annexure 16 (To be submitted by successful bidder within 30 days from the date of receipt of the order or signing of the contract whichever is earlier)
16.	Integrity pact	Bidder to provide detailed Annexure 15
17.	Service Level and Non-Disclosure Agreement Format (Indicative Format)	Annexure 17 (To be submitted by successful bidder.)
Commercial Bid should be strictly as per Commercial bid format (Annexure - 14). Any commercial bid submitted not in conformity with Annexure – 14 and provided along with the Eligibility cum Technical bid, then whole bid will be rejected outright.		



बैंक ऑफ़ बड़ौदा **Bank of Baroda**



1. Guideline for E-TENDERING

1.1. General Instructions

To view the Tender Document along with this Notice and its supporting documents, kindly visit following e-Tendering website of Bank of Baroda:

<https://gem.gov.in>

RFP responses received after the deadline for lodgement of RFPs may be registered by the Bank and may be considered and evaluated by the evaluation team at the absolute discretion of the Bank. Respondents are to provide detailed evidence to substantiate the reasons for a late RFP submission. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever.

The bidders participating first time for e-tendering on Bank of Baroda e-tendering portal will have to complete the Online Registration Process on the e-tendering portal. A link for enrolment of new bidders has been provided on the above link. All bidders interested in participating in the online e-tendering process are required to procure Class III Digital Signatures e-Token having -02- certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The bid should be prepared & submitted online using the bidder's authorized Class III Digital Signature (Individual certificate is allowed for proprietorship firms) Digital e- Token.

If any assistance is required regarding e-tendering (registration / upload / download / Bid Preparation / Bid Submission) please contact GeM Help Desk as per following:

Helpdesk Contact No.: 1800-419-3436 / 1800-102-3436

email: helpdesk-gem@gov.in

1.2. Downloading of Tender Document

The tender document is uploaded / released on Bank of Baroda e-tendering portal link as mentioned above. Tender document and supporting documents may be downloaded from same link. Subsequently, bid has to be prepared and submitted **ONLINE ONLY** as per the schedule given in Notice Details. The Tender document will be available online only. Tender document will not be sold / issued manually.

Only those tender offers shall be accepted for evaluation for which non-refundable Application Money and Earnest Money Deposit (EMD) is deposited as per the terms mentioned in this RFP.



बैंक ऑफ़ बड़ोदा **Bank of Baroda**



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 e-procurement 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 e-procurement 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 documents required -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 e-procurement service provider 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 e-procurement service provider.
- ▶ Bidder should not raise request for offline submission or late submission since only ONLINE submission is accepted.
- ▶ Partial or incomplete submission of bids by the bidders will not be processed and will be summarily rejected.

1.5. Guidelines to Bidders for Electronic Tendering System

1.5.1. Pre-requisites to participate in the Tenders

Registration of bidders on e-procurement portal of Bank of Baroda:

The bidders unregistered on e-procurement portal of Bank of Baroda and interested in participating in the e-tendering process shall be required to enroll/register on the e-procurement portal. To enroll, bidders have to generate User ID and password on <https://gem.gov.in>. The bidders may obtain the necessary information on the process of registration/enrollment either from Helpdesk Support Team: 1800-419-3436 / 1800-102-3436 or may download Bidder Help Manuals available under “Help Manuals/ Latest Circulars/ Formats” on home page of e-procurement portal i.e. <https://gem.gov.in>

1.5.2. Preparation of Bid & Guidelines for Digital Certificate

The Bid Data that is prepared online is required to be signed & encrypted and the hash value of the Bid Data is required to be signed electronically using a Class III Digital Certificate. This is required to maintain the security of the Bid Data and also to establish the identity of the Bidder transacting on the System. This Digital Certificate should be having Two Pair (1. Sign Verification 2. Encryption/ Decryption). Encryption Certificate is used to encrypt the data / information and Signing Certificate to sign the hash value during the Online Submission of Tender stage.

The Digital Certificates are issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate.

Bid data / information for a particular Tender must be submitted only using the Digital Certificate. In case, during the process of preparing and submitting a bid for a particular tender, the bidder loses his / her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem), he / she may not be able to submit the Bid online. Hence, the bidders are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need.

In case of online tendering, if the Digital Certificate issued to an authorized user of a partnership firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that user to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm (and in case the applicant

RFP for Validation of Digital Risk Management Framework through External Agency



बैंक ऑफ़ बड़ौदा **Bank of Baroda**



is a partner, another partner in the same form is required to authorize) to use the digital certificate as per *Indian Information Technology Act, 2000*.

Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authority User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Bank of Baroda as per *Indian Information Technology Act, 2000*. The Digital Signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or Sub Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.

The same procedure holds true for the Authorized Users in a Private / Public Limited Company.

The bidder should Ensure while procuring new digital certificate that they procure a pair of certificates (two certificates) one for the purpose of Digital Signature, Non-Repudiation and another for Key Encipherment.

1.5.3. Recommended Hardware and Internet Connectivity

To operate on the Electronic Tendering System, the bidders are recommended to use Computer System with at least 2 GB of RAM and broadband connectivity with minimum 1 Mbps bandwidth. However, Computer Systems with latest i3 / i5 Intel Processors and Broadband/4G connection is recommended for better performance.

- Operating System Requirement : Windows 7 & above
- Browser Requirement (anyone from following)
Microsoft Internet Explorer (IE) version 11 and above
Mozilla Firefox - Latest version
Google Chrome - Latest version
- Browser settings
 1. Disable the 'Popup Blocker' in the browser under Tools. Make sure this is in 'Turn Off' mode.
 2. Add the e-procurement domain name in the 'Compatibility View' list of your browser Turn off the 'Smart Screen Filter' in the browser.
- Supported File Types
 1. General Documents such as DOC, XLS, JPG, BMP, GIF, PNG, PDF, ZIP formats are allowed
 2. Files with .EXE, .PSD extensions are not allowed
 3. File size not to exceed 5 MB per attachment
 4. All uploaded files should be virus free and error free
- Minimum System Configuration
 1. CPU speed of 2.0 GHz
 2. USB Ports
 3. 2 GB of System Memory (RAM)
 4. Anti-virus software should be enabled and updated regularly
- Requirement of utility software
 1. Java Run Time Engine (JRE – 1.8.0) or higher.
 2. Microsoft Office 2003 with MS Word and MS Excel
 3. Adobe Acrobat Reader, PKI Installation Driver for Digital Signature

1.6. Steps to participate in the e-Tenders

1.6.1. Online viewing of Detailed Notice Inviting Tenders:

The bidders can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by Bank of Baroda on the home page of bank's e-Tendering Portal on <https://gem.gov.in>

1.6.2. Download of Tender Documents:

The Pre-qualification / Main Bidding Documents are available for free downloading. However, to participate in the online tender, the bidder must pay application money via NEFT / RTGS mode & submit the details in the e-procurement portal.

1.6.3. Online Submission of Tender

Submission of bids will be preceded by Online Submission of Tender with digitally signed Bid Hashes (Seals)



बैंक ऑफ़ बड़ौदा **Bank of Baroda**



within the Tender Time Schedule (Key dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of BOB. The templates may be either form based, extensible tables and / or upload-able documents. In the form-based type of templates and extensible table type of templates, the bidders are required to enter the data and encrypt the data/documents using the Digital Certificate / Encryption Tool wherever applicable.

1.6.4. Closure for Bidding:

After the expiry of the cut-off time of Online Submission of Tender stage to be completed by the Bidders has lapsed, the Tender will be closed by the Tender Authority.

1.6.5. Online Final Confirmation:

After submitting all the documents bidders need to click on “Final Submission” tab. System will give pop up “You have successfully completed your submission” that assures submission completion.

1.6.6. Short listing of Bidders for Commercial Bidding Process:

The Tendering Authority will first open the Technical Bid documents of all Bidders and after scrutinizing these documents will shortlist the Bidders who are eligible for Commercial Bidding Process. The short-listed Bidders will be intimated by email.

1.6.7. Opening of the Commercial Bids:

The Bidders may remain present in the office of the Tender Opening Authority at the time of opening of Commercial Bids. However, the results of the Commercial Bids i.e. TCO of all bidders shall be made available on the bank’s e-procurement portal after the completion of opening process.

1.6.8. Tender Schedule (Key Dates):

The bidders are strictly advised to follow the Dates and Times as indicated in the Time Schedule in the detailed tender Notice for the Tender. All the online activities are time tracked and the electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and time of the stage as defined in the Tender Schedule.

At the sole discretion of the tender Authority, the time schedule of the Tender stages may be extended.

1.7. Important Points:

The Bid hash values are digitally signed using valid Class – III Digital Certificate issued by any Certifying Authority. The bidders are required to obtain Digital Certificate well in advance.

- a. The bidder may modify bids before the deadline for Online Submission of Tender as per Time Schedule mentioned in the Tender documents.
- b. This stage will be applicable during both Pre-bid / Pre-qualification and Financial Bidding Processes.

Steps by step detailed Bidder Manual are available on homepage under Support section related to activities like Java Settings, Registration, Login Process, Tender Participation, Bid Download, upload & Submission, Corrigendum/Addendum, Clarifications, Re-submissions etc. on e-procurement portal i.e. <https://gem.gov.in>

Note: Bank and ITI Limited shall not be liable & responsible in any manner whatsoever for any failure to access & bid on the e-tender platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the event. Bidders are advised to ensure system availability and prepare their bid well before time to avoid last minute rush. Bidders can fix a call with support team members in case guidance is required by calling on helpdesk number.



Annexure – 2 Evaluation Terms

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 tender 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.

Eligibility Criteria Compliance (For Empanelment)

The General & Financial Pre-qualification / Eligibility criterion for the bidder to qualify for empanelment and bidding for specific assignments have been mentioned below. The Bidder would need to provide supporting documents (wherever applicable) as a part of the eligibility proof. All dates if not specified to be applicable from the date of the RFP

S. No.	Criteria details	Supporting documentation
1	The Bidder must be an Indian firm / company/ LLP/organization registered under applicable Act in India	Copy of the Partnership deed/Bye-Law/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office.
2	Bidder should have implemented similar scope of work or a significant portion of the overall scope of work of this RFP, in at least 3 large Public / Private Sector Banks in India during last 5 years.	Copies of Completion Certificate / Purchase Orders or similar such documents may be provided. A Self-Declaration also to be furnished by the Bidder on the Company's letter head for the same. Complete details of the scope of projects implemented are to be annexed with the letter. The declaration should contain name and contact details of senior client references.
3	The bidder should have an office in India with technically qualified staff to render the said services and should be able to support implementation of the assigned scope in Mumbai and other offices, if any, mentioned in the Scope of Work. In this regard, Self-declaration letter shall be submitted by the bidder	A Self-Declaration also to be furnished by the Bidder on the Company's letter head for the same.
4	The Bidder should be a profit-making company/ firm for the last three consecutive financial years (2023-24, 2022-23, 2021-22)	Audited financial statements.
5	The Bidder should have an average annual turnover of at least INR 50 Crores for the last three financial years as per the audited financial statements.	Audited financial statements.
6	The Bidder should not have been blacklisted / debarred by the Central Government / State Governments / Semi- Government departments / Regulatory Authorities / Financial Institutions / banks / Public Sector Undertakings in India.	A Self-Declaration to be furnished by the Bidder on the Company's letter head for the same.
7	The Bidder should have failed to perform on any agreement during the last three years, as, evidenced by imposition of a penalty by an arbitral or judicial pronouncement or awarded against the Bidder or its Affiliates /Group Companies/member firms, nor from any project or agreement nor had any agreement terminated for breach by such Bidder or of its Affiliates/Group Companies/ member firms	A Self-Declaration to be furnished by the Bidder on the Company's letter head for the same.
8	The Bidder's Firm should not be owned or controlled by any Director or Employee (or Relatives) of the Bank.	A Self-Declaration by the Bidder's Firm on Company's letter head.



बैंक ऑफ़ बड़ौदा Bank of Baroda



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

Experience Criteria:

- ✓ Experience of the Bidder in developing frameworks for Digital and IT & Cyber Security Risk Management with at least three large Public / Private Sector Banks in India during last 5 years. Experience of the Bidder in successful implementation these frameworks with at least three large Public / Private Sector Banks in India during last 5 years. Ability to bring in and implement best in class practices.
- ✓ Experience of Bidder in validation and re-calibration of Digital and IT & Cyber Security Risk Frameworks alongwith formulation of policies and procedures based on these frameworks for at least three large Public / Private Sector Banks in India during last 5 years
- ✓ Experience of Bidder in automation of Digital and IT & Cyber Security Risk Frameworks for at least three large Public / Private Sector Banks in India during last 5 years.
- ✓ Ability to deliver reports of Digital and IT & Cyber Security Risk Frameworks through an interactive web-based BI platform or both.

Period of contract

The empanelment will be valid for the period of -6- months which may be extended up to -2- months with mutual consent. Bank may, at its sole discretion, terminate the empanelment of the CIC without any prior notice to the CIC. However, the CIC will be bound by the terms of on-going assignment with the Bank for completion of the same. The duration of assignment is delivery-based. The completion of the project will depend upon submission of deliverables and the acceptance of completion certificate by the Bank.

Technical Evaluation Criterion:

(Considering the complexity and specialized nature of assignments, the Technical Evaluation will have 70% weight in the overall assessment. Commercial/ Financial Proposal will have 30% weightage.)

Minimum Technical Scoring criteria for each assignment has been set at 70 marks

Assignment: Validation of Digital Risk Management Framework

Sr. No.	Particulars	Score
1	Overall Profile of the entity / Group	20
	Market standing and reputation in validation of models and frameworks w.r.t. Digital / IT & Cyber Risk Management. Understanding of the dynamics of the targeted products and capability of bringing in learnings from other similar implementations by them for the benefit of the current project.	
2	Relevant Experience and Credentials	20
	Experience of the Bidder in Development or Validation of Framework, Policies and Procedures w.r.t. Digital / IT & Cyber Risk Management with at least three large Public / Private Sector Banks in India during last 5 years.	
	Experience of Bidder in validation and re-calibration of Digital and IT & Cyber Security Risk Frameworks alongwith formulation of policies and procedures	
	Quality of validation in terms of continued performance of framework based on universal metrics, re-calibrations / re-builds carried out.	
3	Understanding of the scope & proposed methodology and approach (Presentation marks)	40
	Understanding of the scope of the assignment in the response to the RFP. Clarity of understanding of stakeholders involved in successful implementation, criticality of their roles / responsibilities and dependence on them for time bound implementation.	
	Technical approach and methodology for validation of Framework. Clear definition of milestones in terms of timelines.	



	Approach towards reporting of data / variables for validation / re-calibration of framework / strategies over long period.	
	Commensurate time bound and planned approach towards knowledge transfer to help Bank build internal skill-sets for independent maintenance of framework.	
4	Team Profile & Maturity	20
	Composition of dedicated team in terms of expertise, experience and maturity to execute the assignments. Qualification and experience of key personal assigned (Based on Curriculum Vitae of the Team Lead, Team Members and Subject matter Experts)	
	Supervision and review mechanism for quality of delivery and project monitoring. Clear definition of escalation matrix for delays along with primary accountability.	
	Ability of the bidder to maintain the desired quality and composition of team consistently throughout the implementation and maintenance period. Capability to replenish the gaps due to resignations etc. with a turnaround not greater than 2 weeks, thereby not letting the time-lines of the project suffer.	

Commercial Evaluation:

- ✓ The commercial bids of only empanelled bidders who qualify in experience criteria and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the eligible Bidders. The commercial bids submitted by Bidders will be evaluated based Lowest quoted (L1) commercial.
- ✓ The proposal of L1 (Lowest Vendor) shall be recommended for award of contract.
- ✓ The decision of the Bank shall be final and binding on all the bidders to this document. The Bank reserves the right to accept or reject an offer without assigning any reason whatsoever. The bidder is expected not to add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.

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 assessment. 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 Assignment 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 down ward) 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



बैंक ऑफ़ बड़ौदा **Bank of Baroda**



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.

Price Comparisons

- ✓ The successful bidder will be determined on the basis evaluation mentioned in 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 etc. except GST. GST will be paid at actuals. The Bidder is expected to provide the GST percentage in the commercial bid (without amounts being submitted in the technical response). There will be no price escalation for during the contract period
 - ▶ 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



बैंक ऑफ बड़ौदा **Bank of Baroda**



Annexure – 3	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)
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(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)

To
Chief Risk Officer,
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

We, M/s. _____ are a private/public limited company/LLP/Firm ~~<strike off whichever is not applicable>~~ incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered _____ office _____ at _____

_____ (referred to as the “Bidder”) are desirous of participating in the Tender Process in response to your captioned RFP and in this connection we hereby declare, confirm and agree as under:

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

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

(Please strike off whichever is not applicable)

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

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

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

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



बैंक ऑफ़ बड़ौदा **Bank of Baroda**



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

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

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

List of documents enclosed:

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



बैंक ऑफ़ बड़ौदा Bank of Baroda



Annexure – 4	Bid Security (Earnest Money Deposit) Letter
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To,
Chief Risk Officer
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: RFP FOR VALIDATION OF DIGITAL RISK MANAGEMENT FRAMEWORK THROUGH EXTERNAL AGENCY

We _____ having our registered office at _____ (herein after called the 'BIDDER') are offering Earnest Money Deposit as per details below for consideration of the bid of the above mentioned Bidder.

Amount: Rs. _____ /- (Rupees _____ Only)

Mode: Online Transfer/Bank Guarantee

Payment Type: RTGS (Real Time Gross Settlement) / NEFT (National Electronics Fund Transfer)/ /Bank Guarantee
UTR / Txn ref. No. _____

Txn Date: _____

Remitting Bank: _____

Remitting Bank IFSC Code: _____

Beneficiary Account: Bank of Baroda, Bank Account No. 29040400000417

Beneficiary Bank IFSC Code: BARB0BANEAS

The details of the transaction viz. scanned copy of the receipt of making transaction or Bank Guarantee or Micro and Small Enterprises (MSE) / Startups Certificate (if EMD not applicable) to be enclosed.

The Bank at its discretion, may reject the bid if the EMD money doesn't reflect in beneficiary account or BG not received as per details furnished above.

Account Details for refund of Bid Security (Earnest Money Deposit) as per terms & conditions mentioned in the Tender document

We _____ having our registered office at _____ (herein after called the 'BIDDER') are providing our bank account details as per below to be considered as our account for refund of Bid Security (Earnest Money Deposit), wherever applicable as per terms & conditions mentioned in the Tender document.



बैंक ऑफ़ बड़ौदा *Bank of Baroda*



A/C Name:

A/C No. (Company account details):

IFSC Code:

Bank Name:

Bank Address:

The details mentioned above is treated as final & bank shall not be held responsible for any wrong/failed transaction due to any discrepancy in above details.

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #



बैंक ऑफ़ बड़ौदा **Bank of Baroda**



Annexure – 5

Bid Security Form

(Pro forma for Bank Guarantee in lieu of EMD)

Date:

(DD-MM-YYYY)

To,
Chief Risk Officer,
Bank of Baroda
Baroda Sun Tower
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 RFP No. #:..... (RFP details)
..... (hereinafter called the “RFP”)

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

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

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

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

1. We....., undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time to the extent of Rs.....(Rupeesonly) an amount equivalent to the EMD against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the vendor . 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

RFP for Validation of Digital Risk Management Framework through External Agency



बैंक ऑफ़ बड़ौदा **Bank of Baroda**



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 of or any indulgence by you to the VENDOR or by any variation or modification of the RFP or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs.....(Rupees.....only) as aforesaid or extend the period of the guarantee beyond the said day of unless expressly agreed to by us in writing.
6. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the VENDOR or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the VENDOR.
7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the VENDOR hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
8. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the VENDOR from time to time arising out of or in relation to the said RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by courier, telex, fax, e-mail or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
10. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees here before given to you by us (whether jointly with others or alone) and now existing un-cancelled and that Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. The Bank Guarantee shall not be affected by any change in the constitution of the VENDOR or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
12. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
13. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the VENDOR.
14. Notwithstanding anything contained herein above;
 - i) our liability under this Guarantee shall not exceed Rs.....(Rupees.....only) ;
 - ii) this Bank Guarantee shall be valid up to and including the date and



बैंक ऑफ़ बड़ौदा **Bank of Baroda**



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

Note:

- i. Vendor should ensure that the seal & code no. of the signatory is put by the bankers, before submission of BG
- ii. Stamp paper is required for the BG issued by the banks located in Mumbai.
- iii. Bank guarantee if submitted, should be accompanied with copy of the SFMS transmitted at the time of issue of bank guarantee. As per IBA notification No. PS&BT/GOVT/2305 dated 16-Mar-2016 along with ministry of finance, Government of India circular F.No.7/112/2011-BOA dated 08-Mar-2016 with respect to sending bank guarantee advices through Structured Financial Messaging System (SFMS), it is necessary to confirm the authenticity of the Bank Guarantees (BG) by SFMS message. The SFMS should be sent to following branch:

Branch Name & Address: Bank of Baroda, BKC Branch, C-26, G-Block, Baroda Corporate Center, Bandra East, Mumbai-400051

IFSC code: BARB0BANEAS (fifth letter is “zero”)
- iv. Vendor should ensure that the bank guarantee should contain all terms & conditions as per this format. Bank guarantee submitted with any rider or deviation to the stipulated terms & conditions will not be accepted.



बैंक ऑफ़ बड़ोदा Bank of Baroda



For Micro and Small Enterprises (MSE) / Startups need to provide Bid Security Declaration in following format in lieu of Form Bid security (EMD)

To,
Chief Risk Officer (CRO)
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: Request for Proposal to Select the Service Provider for Implementation of Integrated Analytics Model through Credit Information Companies (CICs).

1. I/We, the undersigned, declare that M/s.....is a Micro and Small Enterprise and the copy of registration certificate issued by NSIC/DIPP for Micro and Small Enterprises (MSE) / Startups which are valid on last date of submission of the tender documents are enclosed.

2. I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration as per Rule 170 of General Financial Rules (GFRs) 2017 by Micro and Small Enterprises (MSEs).

OR

2A. as per the tender / RFP no:floated for At para no: a Bid Declaration Form in lieu of Bid Security is required to be submitted by me/ as per Rule 170 of General Financial Rules (GFRs) 2017 by Micro and Small Enterprises (MSEs).

3. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of 6months from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We
a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

4. I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

5. I/We declare that I am the authorized person ofto make the declaration for and on behalf of Letter of Authority for executing declaration is enclosed

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of : (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: in case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the Bid)



बैंक ऑफ़ बड़ौदा Bank of Baroda



Annexure – 6

Undertaking from the Bidder

To
Chief Risk Officer
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: RFP FOR VALIDATION OF DIGITAL RISK MANAGEMENT FRAMEWORK THROUGH EXTERNAL AGENCY

1. Having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.
3. We agree to abide by this Tender Offer for 180 days from date of bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. a) We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
7. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by20

Yours faithfully,

Authorized Signatory
Name:
Designation:
Bidder's Corporate Name
Address
Email and Phone #



बैंक ऑफ़ बड़ौदा **Bank of Baroda**



Annexure – 7

Pre-Bid Queries Form

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

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

Name of the Respondent:

RFP name and no:

Contact Person from Respondent in case of need.

Name :

Tel No :

e-Mail ID:

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

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Date:



बैंक ऑफ़ बड़ौदा Bank of Baroda



Annexure – 8

Conformity Letter

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

To
Chief Risk Officer
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: RFP FOR VALIDATION OF DIGITAL RISK MANAGEMENT FRAMEWORK THROUGH EXTERNAL AGENCY

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 #



बैंक ऑफ़ बड़ौदा Bank of Baroda



Annexure – 9	Undertaking for Information Security
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(This letter should be on the letterhead of the Bidder / Manufacturer duly signed by an authorized signatory on Information security as per regulatory requirement)

To
Chief Risk Officer
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,
Sub: RFP FOR VALIDATION OF DIGITAL RISK MANAGEMENT FRAMEWORK THROUGH EXTERNAL AGENCY

We hereby undertake that the proposed hardware/software to be supplied will be free of malware, free of any obvious bugs and free of any convert channels in the code (of the version of the application being delivered as well as any subsequent versions/ modifications done).

Yours faithfully,

Authorized Signatory
Name:
Designation:
Bidder's Corporate Name
Address
Email and Phone #



बैंक ऑफ़ बड़ौदा **Bank of Baroda**



Annexure – 10	Project Overview and Scope of Work
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RFP FOR VALIDATION OF DIGITAL RISK MANAGEMENT FRAMEWORK THROUGH EXTERNAL AGENCY

Background:

The Bank has prepared a Digital Risk Management Framework (DRMF), which is carefully crafted to identify, assess, monitor and mitigate risks associated with integrating digital technologies into bank's product and service. It necessitates a comprehensive understanding of how cutting-edge technologies, cyber threat, regulatory compliance, data privacy and customer expectation converge and impact the core digital offerings of the bank.

The bank is proposing to invite the Request for Proposal (RFP) tenders from the eligible organizations to provide their services for validation of Digital Risk Management Framework (DRMF). It is expected that selected service provider will undertake the evaluation/validation in a comprehensive clear and constructive/contributory manner and as per Regulatory guidelines and make recommendations for improvement in the existing model, its fine tuning and also incorporation of the same in the existing framework.

Details of requirements:

The selected service provider will be responsible for the following tasks:

- To validate the existing Digital Risk Management Framework (DRMF) for convergence with industry's best practices and regulatory requirements.
- To conduct Gap Analysis to further strengthen the existing mechanism of risk assessment.
- To suggest changes / modifications in the existing framework for enhancement of its efficiency / capability / scope.
- To identify the key areas of risk associated with each digital product / service / process / platform in digital landscape
- Redesign the questionnaire in context of the risk areas identified, wherever required.
- To review / redesign the framework to converge with industry best practices and regulatory requirements.
- To review / formulate the digital risk assessment methodology / mechanism.
- To develop a structure and detailed work document to integrate the identified gaps through the validation process

Delivery

The complete requirement for the specific assignment includes the desired results by the Bank as per project scope within a period as specified above in this annexure in totality from the date of the purchase order by the Bank.

In case if required deliverable is not supplied/submitted on account of which the validation is delayed, will be deemed/treated as non-delivery thereby excluding the Bank from all payment obligations under the terms of this contract.

Bidder will have to pay late delivery charges to Bank of Baroda @ 1% of the Total Contract Value inclusive of all taxes, duties, levies etc., per week or part thereof, for late implementation of the Solution beyond due date of delivery, to a maximum of 5% of the overall Contract value inclusive of all taxes, duties, levies etc. beyond that Bank of Baroda reserves the right to cancel the contract. The charges will be deducted from the payouts of Contract value.

The bidder must strictly adhere to the delivery date or lead times identified in their proposal and as agreed by the Bank. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the Bidder's inability to meet the established delivery dates or any other reasons attributing to the bidder then that bidder will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank for procuring similar deliverables and services



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Annexure – 11 Service Level

The Vendor understands the scale of this Project and that it would require tremendous commitment of financial and technical resources for the same, for the tenure of Contract under this RFP.

The Bank expects that the successful Vendor to adhere to the following minimum Service Levels:

- ✓ Any fault/ issue/ defect failure intimated by Bank through any mode of communication like Call/E-mail/SMS etc. are to be acted upon, so as to adhere to the service levels. Business/ Service Downtime and Deterioration shall be the key considerations for determining “Penalties” that would be levied on the Successful Vendor.
- ✓ Time bound problem addressing team (onsite/offsite) for the complete contract period.
- ✓ Vendor to arrange for updation required in the framework to meet the changes suggested by RBI/ Govt. of India/ regulatory authorities towards compliance. Any delay in meeting the timelines would result in penalty.
- ✓ Team (as provided in RFP) deployed for conducting above assignment will be retained till completion of the project. Change in the team will not be accepted without prior approval of the Bank.
- ✓ The vendor shall deliver the required report within the period of -6- months from award of contract else bank will charge the penalty of 1% of the contract amount (invoice value) for the delay of per day. The maximum penalty will be 20% of the of the contract amount and beyond that Bank has discretion to cancel the contract.

Annexure – 12 Payment Terms

A] For Validation of Digital Risk Management Framework (DRMF):

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	% of Contract Value
1	On Delivery of Draft Report	25%
2	On acceptance of the validation report	50%
3	One month after the date of delivery	25%

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.



Annexure – 13 Masked Commercial Bid

S. No.	Items	OTC (One Time Cost) for validation*	Total amount without GST	GST Amount	GRAND TOTAL Amount (Including GST)
a.	Validation, gap analysis, and enhancement of the existing Digital Risk Management Framework (DRMF) to align with industry best practices and regulatory requirements.	0	0	0	0
b.	Identification of key digital risk areas, redesign of risk assessment methodology, and updating of assessment tools/questionnaires.	0	0	0	0
c.	Development of an implementation roadmap, integration of identified gaps, and project management support	0	0	0	0

Please ensure that Annexure 13 Commercial bid is not uploaded with the Technical bid as it will be opened during commercial bid evaluation in second stage. In case any commercial details are found in the eligibility cum technical bid document set, entire bid is liable to be rejected.

We abide by following terms and conditions:

- The vendor is required to provide the cost where the vendor has considered the cost in BOM.
- The vendor 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 vendor would need to provide the same without any charge. Vendor should make no changes to the quantity.
- 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.
- The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations however for the purpose of calculation Bank will take the corrected figures / cost.
- All prices to be in Indian Rupee (INR) only. Bank will deduct applicable TDS, if any, as per the law of the land
- Prices quoted by the Vendor should be inclusive of all taxes, duties, levies etc. including GST. There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- 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.
- Commercial quote signed is final.
- 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



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Annexure – 14 Commercial Bid

S. No.	Items	OTC (One Time Cost) for validation*	Total amount without GST	GST Amount	GRAND TOTAL Amount (Including GST)
a.	Validation, gap analysis, and enhancement of the existing Digital Risk Management Framework (DRMF) to align with industry best practices and regulatory requirements.				
b.	Identification of key digital risk areas, redesign of risk assessment methodology, and updating of assessment tools/questionnaires.				
c.	Development of an implementation roadmap, integration of identified gaps, and project management support				

Please ensure that Annexure 14 Commercial bid is not uploaded with the Technical bid as it will be opened during commercial bid evaluation in second stage. In case any commercial details are found in the eligibility cum technical bid document set, entire bid is liable to be rejected.

We abide by following terms and conditions:

- The vendor is required to provide the cost where the vendor has considered the cost in BOM.
- The vendor 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 vendor would need to provide the same without any charge. Vendor should make no changes to the quantity.
- 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.
- The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations however for the purpose of calculation Bank will take the corrected figures / cost.
- All prices to be in Indian Rupee (INR) only. Bank will deduct applicable TDS, if any, as per the law of the land
- Prices quoted by the Vendor should be inclusive of all taxes, duties, levies etc. including GST. There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- 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.
- Commercial quote signed is final.
- 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



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Annexure – 15

Pre-Contract Integrity Pact

(TO BE STAMPED AS AN AGREEMENT)

Between

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

And

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

Preamble

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

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

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

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

Section 1 - Commitments of BOB

- (1) The BOB commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the BOB , personally or through its family members, will in connection with the tender for , or the execution of a contract, demand ; take a promise for or accept, for self or third person, any monetary or non-monetary benefit which the person is not legally entitled to.
 - b. The BOB will, during the tender process treat all Bidder(s) with equity and reason. The BOB will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The BOB will make endeavor to exclude from the selection process all known prejudiced persons.
- (2) If the BOB obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the BOB will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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



बैंक ऑफ़ बड़ौदा Bank of Baroda



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

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

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

Section 4 - Compensation for Damages

- (1) If the BOB has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the BOB is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the BOB has terminated the contract according to Section 3, or if the BOB is entitled to terminate the contract according to Section 3, the BOB shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process

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

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The BOB will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The BOB will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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



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

Section 8 - Independent External Monitor

- (1) The BOB appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential.
- (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BOB including that provided by the bidder/ Contractor. The bidder/ Contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed 'Non-Disclosure of Confidential Information'. In case of any conflict of interest arising during the selection period or at a later date, the IEM shall inform BOB and recuse himself / herself from that case.
- (5) The BOB will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the BOB and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the BOB and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the BOB officials within 15 days from the date of reference or intimation to him by the BOB and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the BOB, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the BOB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

Section 9 - Pact Duration

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

Section 10 Other provisions

- (1) This agreement is subject to Indian Law and court of Mumbai shall have exclusive jurisdiction to entertain any matter arising out of this pact.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium



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members.

- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like scope of work, Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and RFP/ RFQ/ tender documents and its Annexure, the Clause in the Integrity Pact will prevail.

The parties hereby sign this Integrity Pact at _____ on _____

BOB

Name of the Officer:

Designation:

Date:

Place:

Witness

1. _____
2. _____

BIDDER

Chief Executive Officer

Department:

Date:

Place:

Witness

1. _____
2. _____



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Annexure – 16

Performance Guarantee

BANK GUARANTEE
(FORMAT OF PERFORMANCE BANK GUARANTEE)

To
Chief Risk Officer
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

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

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

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

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

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

1. We do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs.-(Rupees only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the Bidder of any of the terms and conditions contained in the PO and RFP / SLA and in the event of the Bidder committing default or defaults in carrying out any of the work or discharging any obligation under the PO or RFP document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs...../-(Rupees only) as may be claimed by you on account of breach on the part of the Bidder of their obligations or default in terms of the PO and RFP.
2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the Bidder has committed any such breach/ default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by Bank of Baroda shall be conclusive as regards the amount due and payable by us to you.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the Bidder after expiry of the relative guarantee period provided always that the guarantee shall in no event remain in force

RFP for Validation of Digital Risk Management Framework through External Agency



बैंक ऑफ़ बड़ौदा Bank of Baroda



- after (date) without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. You will have the fullest liberty without our consent and without affecting our liabilities under this Bank Guarantee from time to time to vary any of the terms and conditions of the PO and RFP or extend the time of performance of the contract or to postpone for any time or from time to time any of your rights or powers against the Bidder and either to enforce or forbear to enforce any of the terms and conditions of the said PO and RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Bidder or any other forbearance, act or omission on your part or any indulgence by you to the Bidder or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs./-(Rupees..... only) as aforesaid or extend the period of the guarantee beyond the said (date) unless expressly agreed to by us in writing.
 5. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the Bidder or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the Bidder.
 6. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Bidder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
 7. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the Bidder from time to time arising out of or in relation to the PO and RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
 8. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
 9. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to you by us (whether jointly with others or alone) and now existing enforce and this Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
 10. The Bank Guarantee shall not be affected by any change in the constitution of the Bidder or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
 11. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
 12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the Bidder shall have no claim against us for making such payment.
 13. Notwithstanding anything contained herein above;
 - a. our liability under this Guarantee shall not exceed Rs./- (Rupeesonly)
 - b. this Bank Guarantee shall be valid and remain in force upto and including the date and
 - c. we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
 14. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

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

For and on behalf of

Branch Manager

Seal and Address



बैंक ऑफ़ बड़ोदा **Bank of Baroda**



Annexure – 17 Service Level And Non-Disclosure Agreement

(Indicative Format)

This Agreement is made in Mumbai this..... Day of 20____ by and between BANK OF BARODA, body corporate constituted under the Banking Companies [Acquisition & Transfer of Undertakings] Act 1970 having its Head Office at Mandvi, Baroda and Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400051, hereinafter for brevity sake referred to as “BOB” (which expression shall, unless repugnant to the context or meaning, include its successors and assigns) of the one Part;

AND

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

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

WHEREAS

Bank of Baroda is one of the largest Public Sector Bank (PSU) in India with a branch network of over 8196 branches in India and 41 branches & offices overseas including branches of our subsidiaries, distributed in 11 countries.

BOB intends to appoint a competent Consultant for validation of its Digital Risk management Framework which has been developed internally by the bank.

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

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

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

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS

1. DEFINITIONS

(This section will be drafted in accordance with the nature of assignment taken up by the Consultant)

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.



बैंक ऑफ़ बड़ोदा **Bank of Baroda**



3.2 This section will be drafted in accordance with the nature of assignment taken up by the Consultant

4. **TIMELINE AND REPORTING MECHANISM**

This section will be drafted in accordance with the nature of assignment taken up by the Consultant.

5. **DELIVERABLES**

This section will be drafted in accordance with the nature of assignment taken up by the Consultant.

6. **TRAINING:**

The Consultant shall provide training to officials of BOB. The training should cover hands-on training up to a comfort level of user. Training will have to be provided at BOB's premises or external sites acceptable to BOB, at BOB's cost.

7. **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.

8. **PAYMENT TERMS:**

This section will be drafted in accordance with the nature of assignment taken up by the Consultant.

(Payment terms as per RFP).

9. **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.

10. **SECURITY DEPOSIT**

10.1 Bidders are required to give an earnest money deposit of an amount as mentioned in “[A] Important Dates” at the time of submission of the technical bid. The proof of same is to be submitted while opening of eligibility cum technical bid, failing of which the bid of the concerned bidder may be rejected. Bid Security (Earnest Money Deposit) shall be paid through electronic mode or a Bank Guarantee (**Annexure - 5 – Bid Security Form**) of an equal amount issued by a Scheduled Commercial Bank (other than Bank of Baroda) located in India. This Bid-security is valid for -12- months and to be submitted through the electronic mode to the below mention account. The details of the account are as below.

- ✓ **Account Number-29040400000417**
- ✓ **Account Name – Bank of Baroda**
- ✓ **Branch- BKC, Mumbai**
- ✓ **IFSC- BARB0BANEAS.**

Non-submission of Earnest Money Deposit in the format prescribed in RFP will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee / security deposit.

The amount of Earnest money deposit would be forfeited in the following scenarios:

- c. In case the bidder withdraws the bid prior to validity period of the bid for any reason whatsoever.
- d. In case of the successful bidder, if the bidder fails or refuses to accept and sign the contract as specified in this document **within 30 days** of issue of contract order/letter of intent for any reason whatsoever; or
 - ▶ Fail To provide the performance guarantee **within 30 days** from the purchase order date, for any reason whatsoever.
 - ▶ To comply with any other condition precedent to signing the contract specified in the RFP documents.

10.2 **Unsuccessful Bidder**

Bid security money deposit or bank guarantee will be returned by the Bank **within four weeks** from closure of the RFP. No interest shall be paid on Bid security money deposit to unsuccessful Bidders.



बैंक ऑफ़ बड़ौदा **Bank of Baroda**



10.3 Exemption for application money and EMD amount:

Exemption from submission of EMD and application money shall be given to bidders, who are Micro and Small Enterprises (MSE's) / Startups. The bidders who are MSE's have to submit necessary documents issued by NSIC and the bidders who are startups have to be recognized by the Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD and tender cost exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC/DIPP which are valid on last date of submission of the tender documents along with "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents. MSE's/Startup firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for EMD and Tender cost exemption

11. SET-OFF

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

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

12. COVENANTS OF THE CONSULTANT:

- 12.1 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.
- 12.2 The Consultant shall forthwith withdraw or bar any of its employee/s from the provision of the services if, in the opinion of BOB:
 - a) The quality of services rendered by the said employee is not in accordance with the quality specifications stipulated by BOB; or
 - b) The engagement or provision of the services by any particular employee is prejudicial to the interests of BOB.
- 12.3 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
- 12.4 **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
- 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.
- shall ensure that it is complying with all the directions and clauses to the extent applicable to its operations, as stated in the circular bearing reference no- RBI/2023-24/102DoS.CO.CSITEG/SEC.1/31.01.015/2023-24 dated 10.04.2023 regarding Master Direction on Outsourcing of Information Technology Services,
- shall ensure that it is complying with all the directions and clauses to the extent applicable to its operations, as stated in the circular bearing reference no- RBI/2023-24/107 DoS.CO.CSITEG/SEC.7/31.01.015/2023-24 dated 07.11.2023 regarding Master Direction on Information Technology Governance, Risk, Controls and Assurance Practices

13. CONFIDENTIALITY:

- 13.1 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.
- 13.2 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.
- 13.3 The Consultant shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information.
- 13.4 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.
- 13.5 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.
- 13.6 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 it's any obligations under this Agreement.
- 13.7 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



बैंक ऑफ़ बड़ौदा **Bank of Baroda**



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.

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

- i) Without breach of these presents, it 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 that it does not know or have reason to know that such third party acquired directly or indirectly from BOB.

13.9 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.

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

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

14. INDEMNITY

14.1 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 attorney's 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
- ▶ 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.

14.2 Bank shall notify the Consultant in writing as soon as practicable when the Bank becomes aware of the claim and Co-operates with the Consultant in the defense and settlement of the claims.

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

14.4 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:

- 23.1.1.1. replace or modify the deliverables which are functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or
- 23.1.1.2. 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
- 23.1.1.3. If the Consultant fail to provide the remedy prescribed in para 1 or 2 within specified period by the



बैंक ऑफ़ बड़ौदा **Bank of Baroda**



Bank, in such case the Consultant shall refund to the Bank the amount paid for the infringing deliverable's and bear the incremental costs of procuring a functionally equivalent deliverables from a third party selected by bank,

The Consultant shall at its own cost and expenses defend or settle at all point of time any claim against the Bank that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, the Bank:

- notifies the Consultant in writing as soon as practicable when the Bank becomes aware of the claim; and
- Cooperates with the Consultant in the defense and settlement of the claims.

However, (i) the Consultant has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Consultant with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Service Provider, except where the Bank is required by any authority/regulator to make a comment/statement/representation.

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 Service Provider, after due inspection and testing and at no additional cost to the Bank, shall forthwith either 1) replace or modify the software / equipment with software / equipment which is 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 software / equipment, as required by the Bank as per the terms and conditions of this Agreement and to meet the service levels; or 3) refund to the Bank the amount paid for the infringing software / equipment and bear the incremental costs of procuring a functionally equivalent software / equipment from a third party, provided the option under the sub clause (3) shall be exercised by the Bank in the event of the failure of the Consultant to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the 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;

14.5 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.

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

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

15. 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.



बैंक ऑफ़ बड़ौदा Bank of Baroda



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 the bank.

16. 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.

17. PENALTIES AND LIQUIDATED DAMAGES:

- 17.1 Consultant shall be liable to pay penalty of ____% to the contract value per week or part thereof for not adhering to the time schedules.
- 17.2 If the Consultant fails to complete the due performance as per this Agreement, BOB reserves the right to terminate the contract and recover Liquidated Damages ____% of contract value.
- 17.3 Both the above Penalty and Liquidated Damages are independent of each other and leviable applicable separately and concurrently.
- 17.4 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.
- 17.5 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.

18. TERMINATION

- 18.1 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 up to 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 the consultant:

- ▶ breaches any of its obligations set forth in this assignment or any subsequent agreement and Such breach is not cured within ____ Working Days after Bank gives written notice; or
- ▶ Failure by consultant to provide Bank, within ____ Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or
- ▶ The progress regarding execution of the contract/ services rendered by the consultant is not as per the prescribed time line, and found to be unsatisfactory.
- ▶ The Consultant commits a breach of any of the terms and conditions of this contract.
- ▶ Consultant goes into liquidation voluntarily or otherwise.
- ▶ An attachment is levied or continues to be levied for a period of 7 days upon effects of the contract.
- ▶ If deductions of penalty exceeds more than ____ % of the total contract price.

Further Bank may terminate this agreement on happening of following events:

- A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the Service Provider and such appointment continues for a period of twenty one (21) days;
- The Service Provider is subject of an effective resolution for its winding up other than a voluntary winding



बैंक ऑफ़ बड़ौदा **Bank of Baroda**



- up for the purpose of reconstruction or amalgamation.
- The Service Provider becomes insolvent or 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 Agreement.
- The Service Provider becomes the subject of a court order for its winding up.

18.2 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.

18.3 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.

18.4 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.

18.5 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.

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

19. 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.

20. LAW, JURISDICTION AND DISPUTE RESOLUTION

20.1 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.

20.2 ARBITRATION

- a) BOB and the Consultant shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after 30 days from the commencement of such informal negotiations, Bank and the Consultant have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration.
- b) The dispute, controversy or claims arising out of or in connection with the Agreement shall be referred to sole arbitrator to be appointed by mutual consent OR the number of arbitrators shall be three, with each Party to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the Parties shall appoint a third arbitrator who shall act as the chairman of the proceedings.
- c) The place of arbitration shall be at Mumbai
- d) The arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be the Indian law.
- e) The award of the arbitrator shall be final and conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgment thereon in any one or more of the highest courts having jurisdiction. The Parties further agree that such enforcement shall be subject to the provisions of the Indian Arbitration and

RFP for Validation of Digital Risk Management Framework through External Agency



बैंक ऑफ़ बड़ौदा **Bank of Baroda**



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.

21. AUDIT:

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

21.2 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.

22. LIMITATION OF LIABILITY

22.1 Notwithstanding, the contents of para 24.2 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 and limited to the total contract value .

22.2 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.

22.3 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.

22.4 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.

22.5 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.

22.6 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.

22.7 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.

23. 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.

24. 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.

25. SUBCONTRACTING:



बैंक ऑफ़ बड़ौदा Bank of Baroda



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.

26. 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.

27. 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.

28. FORCE MAJEURE

28.1 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.

28.2 "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.

29. NOTICES AND COMMUNICATIONS

29.1 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

29.2 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.

30. MISCELLANEOUS

30.1 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.



बैंक ऑफ़ बड़ौदा **Bank of Baroda**



- 30.2 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.
- 30.3 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.
- 30.4 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.
- 30.5 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.
- 30.6 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.
- 30.7 The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.
- 30.8 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 -----,
its authorized official in the presence of:

For Bank of Baroda

- 1.
- 2.

Signed and Delivered by the within named
_____ by the hand of Sri-----,
its authorized official in the present

For _____ Limited.