



**REQUEST FOR PROPOSAL (RFP)
for Selection and Empanelment of
Training Partner - Design &
Implementation of Wealth
Executives Training Program**

Bank of Baroda
Baroda Sun Tower
Wealth Management Services
C-34, G-Block
Bandra Kurla Complex
Bandra (East), Mumbai - 400 051

Date: 27th May 2022
RFP Reference: RFP – WMS/ WE / HYB TRAINING / 2022
REQUEST FOR PROPOSAL (RFP) for Selection and Empanelment of Training Partner
- Design & Implementation of Wealth Executives Training Program

Clause A: Key Information on the RFP Response Submission:

Sr. No.	Particulars	Time Line
1	RFP Issuance Date	27 th May 2022
2	RFP Co-ordinator, Telephone, E-mail ID	Mr Vishal Telang. Chief Manager Wealth Management Department, Bank of Baroda, 6 th Floor, Baroda Sun Tower, C-34, G-Block, BKC, Mumbai-51 Phone: 022-67592520 Email: vishal.telang@bankofbaroda.com
3	Address for Response Submission	Wealth Management Department, 6th Floor, Baroda Sun Tower, Bandra Kurla Complex, Bandra (East) Mumbai – 400051
4	Proposal Security (Earnest Money Deposit or EMD) (through Demand Draft or wire transfer)	INR 5,00,000/- (Rupees Five Lakh Only) Bank of Baroda Account Information: Account Number-29040400000417 Account Name – Bank of Baroda Branch- BKC, Mumbai IFSC- BARB0BANEAS
5	Mode of bid submission	Mode: Online Only URL: https://www.tenderwizard.com/BOB
6	Support details of Online Portal facilitator	ITI Limited, Tender wizard Helpdesk Team Helpdesk Contact No. +91-11-49424365 Email: eprocurebob@etenderwizard.com For more details, check under Contact Us at home page of e-procurement portal https://www.tenderwizard.com/BOB

Clause B: Important Dates:

1 Issuance of RFP Document by Bank	27.05.2022
2 Last Date to submit Pre-Bid Queries	07.06.2022 Bidder to submit a maximum of -2- participant's names, contact numbers, designations and e-mail IDs for pre-bid meeting on wms.bcc@bankofbaroda.com along with pre-bid queries
3 Pre-Bid Meeting with Bidders (Online)	10.06.2022 <ul style="list-style-type: none"> • Pre bid meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams) at 3.00PM. • Meeting invitation link will be shared on email Ids provided by bidders to join the Online Meeting as per the schedule mentioned above. • Bidder representatives will have to click the Bank provided link (provided in the e-mail) to join the On-Line Pre-bid meeting.
4 Last Date of Submission of Bids by 3.00 PM	24.06.2022
5 Opening of Technical Bids at 4:00 PM	24.06.2022

Clause C: Important definitions / clarifications:

“**Day**” means calendar day.

“**Bid**” means response to this RFP document

“**RFP**” means this RFP document i.e. **RFP – WMS/ WE / HYB TRAINING / 2022**

“**Recipient**”, “**Respondent**”, “**Bidder**”, “**Bidder**”, “**Firm**”, “**Organization**” means respondent to this RFP document.

Words “**Selected Bidder**” means the bidder/Bidder who is declared successful after completion of the entire process of technical evaluation, as defined under this RFP.

“**Personnel/ Resources**” means professionals and support staff provided by the Bidder
“**Proposal/ Bid/ Tender**” means Response to the RFP Document.

“**Assignment**” means the work to be performed by the Selected Bidder pursuant to the Contract.

“**Bank**” means Bank of Baroda (Overseas operations \ International, Indian subsidiaries, Associate Banks & Regional Rural Banks are **excluded**)

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

“**BCC**” means Baroda Corporate Centre.

Word “**Wealth Executive (WEs)**” means the Banks employees (On roll) engaged in the sales and distribution of Wealth Management Products.

Word “**Senior Relationship Manager (SRM)**” means the Bank employees (on Contract) serving the HNI Customers of the Bank for their Investment, Insurance and Banking requirement.

Word “**Regional Business Development Manager (RBDM)**” means the Banks employees (On roll) posted at Regional Office (Administrative Office) and monitor the progress of WE’s engaged in the sales and distribution of Wealth Management Products.

Word “**Zonal Wealth Manager (ZWM)**” means the Banks employees (On roll) posted at Zonal Office (Administrative Office) in a leadership position and monitor the progress of RBDMs and WE’s engaged in the sales and distribution of Wealth Management Products.

“**Contract**” or “**Agreement**” means the Contract signed by the Parties and all the attached documents and the Appendices, consequent to the completion of the proceedings as per the RFP.

Important note:

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 as prescribed in the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure. Submit Annexure –F.

I. “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.

II. “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

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

1. In 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—

“Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent, of shares or capital or profits of the company;

“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 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 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.
6. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
7. 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.

A declaration in respect to order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure to be submitted as per Annexure

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.

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1 INTRODUCTION:

- 1.1 Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Head office at Baroda Bhavan, R C Dutt Road, Alkapuri, Baroda - 390007 (**hereinafter referred to as "The "Bank")**) which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this proposal document, **hereinafter called RFP**, to Training Institutions / Agencies / Firms / Organizations **hereafter called as "Bidders"** to participate in the RFP process for selection of **"Training Partner/s for Design & Implementation of the Hybrid Training Model for Wealth Executive, SRM, RBDM, ZWM engaged in the sale of Wealth Management Products"**.
- 1.2 The Bank is an Indian state-owned International banking and financial services company. It is one of the largest PSU banks in India. Its Head Office is in Vadodara and has a Corporate Office in the Mumbai.
- 1.3 The Bank has been at the forefront of instituting leading HR policies and processes aimed at all-round development of its talent. As part of its ongoing transformation, **the Bank aspires to build a Team of Wealth Executives, SRM, RBDM, ZWM** - having the potential and/or who are already engaged in sales and distribution of WMS products - who will play an instrumental role in driving the WMS business and fee-income, in particular and Bank's overall business, in general.
- 1.4 In the Bank, training programs are designed to impart unique learning experiences for the selected/intended candidates / participants. The duration of such programs is 9 to 12 months and covers development of specific attributes. **In this instance, it is aimed at developing effective sales personnel in Wealth Business.** The details of **Scope of Work** are enumerated in para 4.0.
- 1.5 The Bank seeks to select **competent and 'best in class' Organisation / Training Institute** as its Training Partner/s for effective Design & Implementation of Hybrid Training Model/Program for the Bank so as to achieve the above purpose.
- 1.6 The Bank **intends to empanel more than one Institute/Agency (not exceeding three)** for the said purpose. The proposed Training sessions/program may be conducted by the selected empanelled agency (on assignment basis and allotted to the lowest bidder) at Bank's in-house training centres **and/or** Bidder's training centres as a hybrid model as and when required.
- 1.7 The Bank may advise the Agency to alter/update the course contents dynamically as and when required as per regulatory/product/Bank's requirements.
- 1.8 The Bank, for this purpose, invites responses from the Bidders interested in participating in this RFP. The Bidders must comply with the RFP requirements mentioned and submit the required proposal as per the RFP. Apart from the above, the Bidders must also agree to the Terms & Conditions contained in this RFP entirely.

1.9 Bank reserves the right to continue with external nominations to specialized institutions for various trainings. Bank also reserves the right to conduct need based dedicated programmes with the support of other institutions / agencies as per the requirement of the Bank.

2 DISCLAIMER:

2.1 The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the empanelment / services. The provision of the empanelment / services is subject to observance of the full completion of RFP process and appropriate documentation being agreed between the Bank and the Selected Bidder.

2.2 The RFP document is intended solely for the information of the party to whom it is issued (“the Recipient”) and no other person or organization. It is prepared solely for the purpose of selection of Training Partner/s for “**Design & Implementation of the Hybrid Training model for Wealth Executive SRM, RBDM, and ZWM engaged in the sale of Wealth Management Products**”.

3 RFP INFORMATION PROVIDED:

3.1 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.

3.2 Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.

3.3 Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

3.4 **Costs Borne by Bidder:** All costs and expenses (whether in terms of time or money) incurred by the Bidder 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 Bidder.

3.5 **Bidders’ Obligation to Inform Itself:** It is the Bidder’s responsibility to conduct necessary investigation / analysis regarding any information contained in the RFP document and the meaning and impact of that information.

- 3.6 **Acceptance of Terms:** Bidder shall, by responding to the Bank with a submission, be deemed to have accepted the terms of this document in totality without any condition whatsoever.
- 3.7 **No Legal Relationship:** No binding legal relationship shall exist between any of the Bidder and the Bank until execution of a contract.
- 3.8 Each Bidder will submit RFP along with details as per **Annexure A to M highlighting**
- i. Key Strengths
 - ii. What the Bidder could bring to the table for the scope of work
 - iii. Infrastructure available with the Bidder to support the Bank's requirement and the proposed training delivery like capabilities in content development, conducting simultaneous, multi-location programme, etc.
 - iv. Achievements, if any, in the Learning & Development field - Bidders will need to specify as per annexure- A.

4SCOPE of WORK:

- 4.1 Bank of Baroda seeks to empanel a competent Training Institute to work with the Bank's In-house Training Academy i.e. APEX Academy as Training Partner for developing Sales competencies for the identified staff engaged in the sales and distribution of Wealth Management Products.
- 4.2 It is expected that the Selected Organization will have necessary expertise, experience, capabilities and knowledge in making the Training Program 'truly effective' which achieves the end objectives and outcomes as defined by the Bank at the outset and which shall broadly cover the areas listed below.
- 4.3 The Bank seeks to undertake a comprehensive learning and development interventions called the "**Design & Implementation of the Hybrid Training model for Wealth Executive, SRM, RBDM, and ZWM**" for identified (approximately) **2000 Officers/Wealth Executive** of the Bank.
- 4.4 The Training Programme envisages a vision for proper grooming of the Officers and Wealth Executives in order to **shape their skills and acumen for improving WMS business and income for the bank** and also enable them to take challenging positions in the bank in the near future.
- 4.5 The Training Program / Solutions must be **focused on overall development in skills of Wealth Executives to improve their productivity and effectiveness.** Through learning, practice and reflection, the WEs should attain enhanced skills to manage their customers better.
- 4.6 The Bank expects the Training Program to run for duration of approximately 9 to 12months for the Staff/WE's as identified by the Bank based on past performance, future potential and other factors.

4.7 The Bank proposes to commence the Training Program for the participants in July 2022.

4.8 The Bank may at its sole discretion extend/ reduce the duration of the Program.

4.9 The number of participants may be determined by the Bank as per Bank's requirement – which may be more or less than specified above.

4.10 The training program must cover the following aspects:

➤ **Sales Management Skills**

- Improving sales efficiency.
- Data Analysis and visualization – Interpreting sales/product/industry MIS and using MS Excel
- Creating structured sales plan / Sales Plan Presentation & Presentation skills.
- Planning strategically and analytically.
- Profiling customers, fixing appointments and Meeting Management.
- CDO channels of prospecting and meeting.
- Need-based selling.
- Customer orientation.

➤ **Behavioural Skills**

- Improving sales behavioural effectiveness – customer orientation, objection handling,
- Influencing skills.
- People and Time Management
- Handling complexities and objections
- Critical and strategic thinking.
- Keeping High self-motivation

➤ **Building Team Effectiveness / Personal effectiveness.**

➤ **Product training (in association with Tie-up partners).**

4.11 The Bank may advise the Agency to alter/update the course contents dynamically as and when required as per regulatory/product/Bank's requirements.

4.12 The training program is envisaged to be a **Hybrid Training Program** and will be a combination of:

- Class Room Training (At bidder's Locations)
- Class Room Training (At Bank's Training Centre/Apex Academy)

4.13 Module of Training Program:

Participants Category	Training Name	No of Participants (Approximately)	Duration of Training
Wealth Executives	Sales Management Skills	2000	2-3 Days
	Product Training	2000	2-3 Days

SRM	Sales Management Skills	500	2-3 Days
RBDM & ZWM	Building Team Effectiveness	200	2-3 Days

Program Module:

Training Name	Module I Programme Design	Module II Sales Management Skills	Module III Leadership Skills
Sales Management Skills	Selected organisation is expected to undertake and prepare to detailed design of assigned category.	Selected organisation is expected to undertake and design the sales skill management program of assigned category	Selected organisation is expected to undertake and design the sales skill management program of assigned category
Building Team Effectiveness			
Product Training			

5.0 ELIGIBILITY CRITERIA:

- 5.1 Trainers / Institutions applying for RFP should have visibility on the national training landscape with experience of at least 10 years and with demonstrated experience in the sales training for Bank employees.
- 5.2 Institutions should have conducted training with at least two Public/private Sector Banks / Organizations. List of programmes with details carried out by the Institution for the specified staff category must be mentioned.
- 5.3 The Institutions should be involved in conducting training of similar nature to at least one commercial schedule Bank with a proven track record.
- 5.4 Must have expertise in carrying out Training Needs Analysis / diagnostic study and design programmes accordingly.
- 5.5 Must have a campus with Residential facility and in case of a non-residential facility then the boarding lodging needs to be in closer vicinity.
- 5.6 The Institution has a qualified and trained team of faculties with established credentials who can carry out diagnostic study on behalf of the Bank and customize programmes thereafter.
- 5.7 Class room quality and teaching aids should be of international standards besides capabilities to handhold trainees for the post-training feedback, evaluation and follow-up.
- 5.8 The application should contain data on the number of programmes conducted, number of trainees and number of faculties (discipline wise) for the last 3 years.(Annexure A)
- 5.9 A brief write-up (Max 1000 words) on the training capabilities vis-à-vis the requirement of the Bank

6.0 EVALUATION PROCESS:

- 6.1 Evaluation and scoring of the technical proposals for short-listing of the Bidders is solely based on the eligibility criteria mentioned above.
- 6.2 If any Bidder fails to qualify under eligibility criteria, it will not be considered for further evaluations and will be treated as “Disqualified”.
- 6.3 Further, the Bidders who pass through the eligibility criteria will be treated as “Short-listed” and move to the next round of technical evaluation.
- 6.4 The Committee while be awarding scores on the technical proposals which will reflect and evaluate the technical competence and capability of the Bidder in carrying out the assignment.
- 6.5 A maximum of 100 marks will be allotted for the technical evaluation out of which 50 marks will be allotted for the 1st level screening and 50 marks allotted for the final presentation.
- 6.6 **TECHNICAL EVALUATION: The technical evaluation** of the proposals will be done through the following criteria:

Table 1

Sr. No.	Parameter	Basis of evaluation	Marks	Total Marks
A	Initial Screening			50
1	Experience* of the Firm / Organization	Proposal submitted	25	
2	Availability/suitability of resources, infrastructural capabilities #	Proposal submitted	25	
B	Final Presentation - Appreciation of context, proposed design and methodology	Presentation		50
		Total		100

*Experience means – Experience in conducting similar training assignments including in the public sector domain. Experience in conducting similar training for Banks and financial institutions in India, particularly public sector banks and for their top executives and or Sales Executives.

Resources / Infrastructure capabilities mean - Number of quality trainers / resources to handle such training; relevant experience of the trainers & resources; Infrastructural capabilities including venues, technology hardware, software, accommodation, transport, etc. and content development.

The total marks for initial screening - (i.e. 1 & 2 in Table 1 above) is 50 and the minimum cut-off to qualify for the Final Presentation is 25 marks.

The bank will invite all bidders which score 25 or above marks in initial screening to make final presentation before the committee.

Final Presentation for the Technical Evaluation:

1. Bidders short listed based on technical bids (as mentioned above) will be called for giving presentation before the Committee at WMS Department, 6th Floor, Baroda Sun Tower. Bandra Kurla Complex, Bandra (E) Mumbai. No expenses will be paid by bank

for travelling and halting arrangements for giving presentation. Each Bidder will be allotted a time slot for presentation and no request for postpone/change in Date and time will be entertained.

The short-listed Institutions will need to make a presentation (not more than 25 minutes) before the Bank's Internal Committee, covering precisely the below mentioned points:-

- Layout of the Training Programme with focus on Sales Management, Sales Skills, Sales Techniques.
- The Bidder's learning management system for effective delivery and administration of online and offline trainings as well as learner engagement.
- The Bidder should be able to showcase their Assessment and Certification Capabilities along with the capability for conducting Online Assessments.
- Assessment of the participants during the programme.
- Feedback process in detail.

The evaluation of the presentation will be based on the parameters mentioned below:-

Sr. No.	Criteria	Max. Marks
1	Understanding of the context and appreciation of the need for large scale training for bank executives / employees.	5
2	Design, methodology and schedule of the training programmes proposed to address the Bank's requirements under the proposed category.	10
3	Activities/tasks/initiatives proposed in the training programmes and their suitability to address the Bank's perceived requirements as per the proposed category.	10
4	Project planning, resource planning, effort estimate, plan roll-out for large scale training with specific examples of past executions.	10
5	Capability to carryout diagnostic study / Training Need Analysis	5
6	Post-training support for execution of learning, follow-up, feedback submission to the Bank.	5
7	Any special learning takeaway / feature of the institute that could be showcased by the institute, if any.	5
	Total Marks	50

The final score will be addition of marks obtained during initial screening and final presentation. Top scorers (not exceeding three) will be invited for empanelment.

In case of a tie between two Agencies, the Agency scoring higher in Final Presentation will be given preference.

7.0 RFP SUBMISSION PROCESS:

- 7.1 The RFP will be submitted in Online Mode by 3.00 PM on 24th June 2022 (Link given above).
- 7.2 RFPs submitted later than the date and time specified above and/or submitted without the relevant documents will be rejected without assigning any reason and the Bank will not entertain any correspondence in this regard.
- 7.3 Any delay in submission does not entail such RFPs for any consideration and it is the sole responsibility of the Bidders to ensure to submit the RFP applications within the time specified as above.
- 7.4 Bidders will have to submit the RFP response documents in Soft copies in a Password protected file.
- 7.5 The e-mail address and phone/fax numbers of the Bidder should also be indicated on the forwarding letter.
- 7.6 All correspondence will be in English. The Bid shall be typed in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The person or persons signing the Bids shall initial all pages of the Bids. Any inter-lineation, erasure or overwriting shall be valid only if they are initialled by the person signing the Bids. The Bank reserves the right to reject the Bids not conforming to the above.
- 7.7 Technical bids shall be opened on 24th June 2022 at 04.00 PM at 6th floor Conference Room, Baroda Sun Tower, Bandra-Kurla Complex, Mumbai in presence of Bidders, if present.
- 7.8 Bidders short listed based on technical bids (as mentioned in Para 6.0 Evaluation Process) will be called for giving presentation before the Committee. Each Bidder will be allotted a time slot for presentation.
- 7.9 Committee based on the presentation will score the Bidders.
- 7.10 Commercial bids will be obtained from the empanelled agencies as and when required on assignment basis and allotted to the lowest bidder

8.0 TERMS OF RFP:

8.1 RFP Response Submission

- 8.1.1 The Proposal Response/ Bids shall be submitted to the Bank in one part viz. **Technical Bid Only** - One Set of the bid documents (paper copies) containing the Technical Bid.
- 8.1.2 Technical Bid shall be submitted in online mode only **“TECHNICAL PROPOSAL FOR EMPANELMENT OF KNOWLEDGE PARTNER FOR DESIGN & IMPLEMENTATION OF THE WEALTH EXECUTIVE TRAINING PROGRAM - 2022”**.

- 8.1.3 Validity Period:** RFP Responses must remain valid and open for evaluation according to their terms for a period of at least 90 days from the last date of submission of RFP responses.
- 8.1.4 Right to Alter–** The Bank reserves the right to alter the requirements specified in the RFP document. The Bank will inform all Bidders about changes, if any. The Bidder agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities

8.2 Guideline for E-TENDERING

8.2.1 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: www.tenderwizard.com/BOB

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 Tender wizard Help Desk as per following:

Helpdesk Contact No.: +91-11-49424365

Email: eprocarebob@etenderwizard.com

Primary Contact Number

Mr. Krunal Mahajan : +91-8800907637

Alternate Contact Numbers

Mr. Sandeep Gautam : +91-8800496478

Mr. Kamal Mishra : +91-8800115821

Contact No. for other activities

Registration Help Desk : +91-11-49424365

(Kindly put “REGISTRATION/PROFILE UPDATE” in the subject line of the email to eprocarebob@etenderwizard.com)

e-procurement queries : +91-11-49424365

(Kindly put “E-PROCUREMENT QUERIES” in the subject line of the email to eprocarebob@etenderwizard.com)

Note: please note support team will be contacting through email and whenever required through phone call as well. Depending on nature of assistance support team will contact on the priority basis. It will be very convenient for bidder to schedule their online demo in advance with support team to avoid last minute rush.

8.2.2 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 Earnest Money Deposit (EMD) is deposited as per the terms mentioned in this RFP.

8.2.3 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.

8.2.4 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 ONLINE submission is accepted only.

Partly or incomplete submission of bids by the bidders will not be processed and will be summarily rejected.

8.2.5 Guidelines to Bidders for Electronic Tendering System

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 www.tenderwizard.com/BOB. The bidders may obtain the necessary information on the process of registration/enrollment either from Helpdesk Support Team: +91-11-49424365 or may download Vendor Help Manuals available under “Help Manuals/ Latest Circulars/ Formats” on home page of e-procurement portal i.e. www.tenderwizard.com/BOB.

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 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. In this case, the Authorization Certificate will have to be signed by the Director of the Company or the Reporting Authority of the Applicant.

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.

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

Disable the 'Popup Blocker' in the browser under Tools. Make sure this is in 'Turn Off' mode.

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

General Documents such as DOC, XLS, JPG, BMP, GIF, PNG, PDF, ZIP formats are allowed

Files with .EXE, .PSD extensions are not allowed

File size not to exceed 5 MB per attachment

All uploaded files should be virus free and error free

Minimum System Configuration

CPU speed of 2.0 GHz

USB Ports

2 GB of System Memory (RAM)

Anti-virus software should be enabled and updated regularly

Requirement of utility software

Java Run Time Engine (JRE – 1.8.0) or higher.

Microsoft Office 2003 with MS Word and MS Excel

Adobe Acrobat Reader, PKI Installation Driver for Digital Signature

Steps to participate in the e-Tenders

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 www.tenderwizard.com/BOB.

Download of Tender Documents

The Pre-qualification / Main Bidding Documents are available for free downloading. The bidders who are interested to participate in the tender need not to pay application money to submit bids documents in the e-procurement portal.

Online Submission of Tender

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

Close 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.

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.

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.

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.

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.

8.2.6 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 Vendor 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. www.tenderwizard.com/BOB

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.

8.3 Earnest Money Deposit:

- 8.3.1 The Bidder will have to submit the Earnest Money Deposit (EMD or Bid Security along with Annexure J) while submitting their bid at the rate stipulated by the Bank in the section on “**Key Information on the RFP Response Submission**”.
- 8.3.2 The EMD shall be denominated in the Indian Rupees only and shall be in the form of a Demand Draft favouring “Bank of Baroda” payable at or by wire transfer as per the details mentioned in “Key Information on the RFP Response Submission”.
- 8.3.3 Any bid not secured in accordance with the above will be rejected by Bank of Baroda as non-responsive.
- 8.3.4 The EMD of the Respondents may be forfeited by the Bank if the Respondent withdraws its bid during the bid validity period.
- 8.3.5 For Unsuccessful Firms who have not been selected – The EMD will be returned by the Bank within four weeks from closure of the selection process. No interest shall be paid on the EMD.
- 8.3.6 The Selected Organization’s EMD will be adjusted against the Security Deposit requirement.
- 8.3.7 The EMD of the Selected Organization may be forfeited if it fails to furnish the security deposit within 15 days from the date of communication on selection as Knowledge Partner by the Bank.
- 8.3.8 Forfeiture of EMD in the event of Withdrawal by the Selected Organization– In case the Selected Organization withdraws from the contract/ discharging duties post selection by the Bank and prior to agreement signing, the EMD amount shall not be refunded to the Selected Organization.
- 8.3.9 MSEs (Micro and Small Enterprises) are exempted from paying the application money and Bid security amount for which the concerned

enterprise needs to provide necessary documentary evidence. For MSEs Government of India provisions shall be considered while evaluating the tender. However MSEs needs to submit BID Security Declaration Form as per the attached format

8.4 Security Deposit payable by the Selected Organization or Successful Bid

Winner: The Selected Organization has to deposit with the Bank an amount of 3% of the Contract Value as per the agreement, towards security deposit for the entire period of the contract, which is payable within 15 days from the date of communication on the selection as Knowledge Partner by the Bank.

8.5 Any changes to the RFP will be communicated as an **Addendum to the RFP** and will be published on the Bank's website under the Tenders section.

8.6 Appointment Period: Post the evaluation process, the Selected Bidder would be initially appointed by the Bank for a period of **12 Months** which may be extended up to **36 months** or as deemed necessary by the Bank, at the sole discretion of the Bank, subject to satisfactory performance **review after every 12 Months**.

8.7 Communication on the RFP:

8.7.1 Bidder(s) are required to address all communication/ clarifications/ queries, if any, relating to the RFP in writing via email to the **RFP Coordinator** as mentioned in "Key Information on the RFP Response Submission" on or before the last date of receiving request for clarification as per details provided in the RFP. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Bidder(s) in the manner specified. However, the Bank will not respond to any communication initiated by the Bidder(s) beyond the dates provided in "Key Information on the RFP Submission".

8.7.2 Bidder(s) should invariably provide details of their email address as any clarifications required by the Bank against the response to the RFP will only be communicated to the Bidder's via email.

8.7.3 If the Bank, in its sole and absolute discretion, deems that the originator of the query will gain an advantage by a response to a question, the Bank reserves the right to communicate such response to all Bidders. The Bank may, in its absolute discretion, engage in discussion with any Bidder (or simultaneously with more than one Bidders) after the RFP closes to clarify any response.

8.8 Seeking additional information: The Bank may, in its absolute discretion, seek any additional information/ clarification from any Bidder as part of the evaluation process and all such information and material provided must be taken to form part of that Bidder's Response to the RFP. The Bank reserves the right to ascertain information from the organizations with which the Respondents have rendered their services for execution of similar projects.

8.9 Corrupt and Fraudulent Practices: As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest

standard of ethics during the procurement and execution of such contracts in pursuance of this policy-

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

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

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

Bidders responding to this RFP need to sign the Integrity Pact (IP) as per annexure –G which will be also signed by Banks representative

8.10 Notification: If the Respondent’s submission has been rejected, the Bank shall notify Respondents in writing (as soon as practicable). The Bank is, however, not obliged to provide any reasons for any such rejection. The final outcome of the RFP shall be communicated after opening of the Bids / Offers received and necessary processing of Commercial Bids of the short-listed Bidder(s).

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

8.12 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 Head WMS at **head.wms.bcc@bankofbaroda.com** It may please be noted that the grievance can be filed by only that bidder who has participated in Procurement proceedings in accordance with the provisions of this RFP. All letters must be addressed to the following:

Head-WMS

6th Floor, C-34 G-Block

Baroda Sun Tower

Bandra Kurla Complex

Banndra (East)

Mumbai-400052

8.13 Language: The RFP Response prepared by the Respondent; any correspondence and documents relating to the RFP exchanged by the Respondent with the Bank; supporting documents and printed literature shall be in the **English language only**.

- 8.14 **Formats of Bids:** The Respondents should use the formats prescribed by the Bank in submission of the RFP Response.
- 8.15 **Time frame:** The timeframe has been provided at the start of this document (Ref. Clause B) for the overall selection process.
- 8.15.1 The time schedule will be strictly followed. Interested parties are expected to adhere to these timelines.
- 8.15.2 The Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof.
- 8.15.3 Changes to the timeframe will be relayed to the affected Respondents during the process.
- 8.16 **Late Submission or Rejection of Bid Submission:** On-time submission of responses is strongly encouraged and recommended. Tender submissions after the lodgement deadline shall be documented by the Bank and may be considered and evaluated/rejected at the absolute discretion of the Bank. However, the Bank has no obligation to accept or act on any reason for a late Tender response. The Bank has no liability to any Respondent who lodges a late tender submission for any reason whatsoever.
- 8.16.1 In the following cases, the Bank in its absolute discretion may reject the bids received from the Bidder:
- Submission of Proposal after the Time stipulated in this RFP Document.
 - Misleading/ incomplete information/ submission of improper/ incomplete documentation.
 - Bid submission without the Respondent's name
 - Envelopes are not in order as directed in this document
- 8.16.2 In the following circumstances, the Bank will have discretion to reject the entire bid or accept the bid with some conditions stipulated by the Bank
- Related parties should not submit more than one bid.
 - In case, there are multiple submissions by the same organisation, the first submission will be treated as final and all other subsequent submissions/ bids shall be rejected by the Bank.
 - Faxed or emailed copies of any submission are not acceptable and shall be rejected by the Bank.
 - The Bank shall be under no obligation to accept the lowest or any other offer received in response to the RFP and shall be entitled to reject any or all of the offers.
 - Bank has full rights to reissue the tender / bid for any reasons felt necessary by the Bank.
 - The Bank's decision in this regard shall be final, conclusive and binding upon the Bidder.
- 8.17 **Page Numbering:** All the relevant pages of the response are to be numbered and signed by an authorized signatory on behalf of the Respondent. The number should be unique serial number across the document.

8.18 Pre Bid Queries:

8.18.1 The Bidder should carefully examine, understand the scope and terms and conditions of the RFP and may seek clarifications, if required.

8.18.2 The Bidders may seek clarification in writing, in advance, by mentioning the relevant Page Number and Clause Number of the RFP.

8.18.3 All communication regarding points which require clarification of doubts, if any, shall be submitted in writing **to the RFP Co-ordinator** before the timelines as specified in “Key Information on RFP Response Submission” Clause B at the starting of this document.

8.18.4 A Pre-Bid meeting shall be arranged as per the details mentioned under “Key Information on RFP Response Submission” clause B at the starting of this document.

8.19 Important Points to be Noted

- The sealed bid envelopes should be delivered to the **RFP Co-ordinator at the postal address mentioned in the point “Key Information on the RFP Response Submission”**. All the queries and communication must be addressed to the RFP Coordinator from the Bank.
- All envelopes should be securely sealed and stamped.
- Any discrepancy between the original & duplicate, the original document will prevail.
- All queries, letters, emails must be addressed to the RFP Co-ordinator.
- Only one submission of the RFP response by each Respondent will be permitted.
- In case there are multiple submissions by the same organization, the first submission will be treated as final by the Bank for the purpose of evaluation of responses).
- All responses would be deemed to be irrevocable offers/proposals from the Respondent and, if accepted by the Bank, may form part of the final contract between the Bank and the selected Respondent.
- Unsigned responses would be treated as incomplete and are liable to be rejected.
- The Proposal should also have the **Application Money** and the **EMD** as specified.
- The RFP response document should be submitted to the Bank in Original. Eligibility cum Technical Bid.
- Course material designed for the purpose of training purpose should be handed over to the Banks Training Centre for future reference and Banks internal use.

9.0 GENERAL TERMS AND CONDITIONS:-

9.1 Empanelment will be subject to Bidder’s continuity of business and satisfactory performance. Satisfactory performance would be evaluated based on feedback from the Trainees and Bank’s objective evaluation based on course design, methodology adopted and the relevance of the programme as conducted during the year. It will be evaluated by the Bank from time to time and the decision of the Bank shall be final.

- 9.2 Bank may engage Training Institutions/agencies from time to time for the aforesaid programmes with the lowest quote or on a negotiated fee in case of single offer from the empanelled Agencies.
- 9.3 Further, Bank may entrust any such work to any of the empanelled Training Institutions/agencies in the panel and no right would exist to an empanelled Institution to claim that they alone should be entrusted with the Bank's work despite given earlier.
- 9.4 Bank has the sole right to accept or reject bid of any of the Training Institution/agencies at its discretion without assigning reason/explanation for such act. Also, Bank reserves the right to cancel the empanelment process at any stage.
- 9.5 Empanelment does not entitle the Training Institution/agencies assignment of job or contract and/or inclusion of their name in the future empanelment. Engagement of Training Institutions/agencies for any job shall be need based.
- 9.6 Items enlisted under the head "Selection Process or Scope of Work" are not exhaustive and are only indicative. Bank may add or delete or modify the said item/s based on its requirement. Any such inclusions or deletions and/or modifications shall be executed in consultation with Bank's personnel identified for the purpose/ connected with the activity.
- 9.7 Bank may amend / alter any of the terms and conditions of empanelment of Training Institutions by giving reasonable prior notice.
- 9.8 Each empanelled Institution/agencies will execute the following:
- Non-Disclosure Agreement (NDA).
 - Engagement Letter. (Acceptance of the Offer)
 - IPR Laws Protection
- 9.9 Adherence to Terms and Conditions:** The Bidders who wish to submit responses to this RFP should note that they should abide (in true intent and spirit) by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process.
- 9.10 Execution of Empanelment /NDA and Certificate of Originality:** The selected Bidder will be required to accept the letter of empanelment with terms and conditions stated therein which must include all the services and terms and conditions of the services to be extended as detailed in the scope and as may be prescribed or recommended by the Bank and (b) Non-disclosure Agreement (NDA). The selected Bidder/s will be required to execute the same within one month from the date of notification in the website about the final selection of the Bidder, on completion of the required processes as outlined in the RFP.

10.0 OTHER TERMS & CONDITIONS:

10.1 The Bank reserves the right to:

- Reject any and all responses (bids) received in response to the RFP, in part or in full, and to cancel the evaluation process and reject all applications at any time prior to award of the contract, without thereby incurring any liability to the Bidders/Bidders or any obligation to inform the affected Bidder or Bidders of the grounds about the bank's action or without assigning any reasons, whatsoever.
- Waive or change any formalities, irregularities, minor infirmity, non-conformity or inconsistencies in proposal format delivery or in the bid which does not constitute a material deviation.
- Extend the time for submission of all proposals.
- Share the information/ clarification other than financial information provided in response to RFP by any Bidder, with any other Bidder(s) /others, in any form.
- Cancel the RFP at any stage, without assigning any reason whatsoever.
- To conduct an audit/ongoing audit/quality check of the trainings being provided by the selected Bidder at any point in time.
- To ascertain information from the other banks and institutions to which the Bidders have rendered their services for execution of similar projects.

10.2 Professionalism: The selected Bidder should provide the services mentioned in the scope in the most professional, objective and impartial manner at all times and hold the Bank's interest paramount and should observe the highest standard of ethics, values, code of conduct, honesty and integrity while executing the assignment.

10.3 Publicity: Any publicity relating to the work to be carried out in BANK is strictly prohibited. No information of any nature related to this project shall be disclosed to any third party unless otherwise necessary prior permission to Bank. All the bidders must give a declaration in this regard duly signed by them further, the Bidder 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.

10.4 Adherence to Standards: The selected Bidder should adhere to all the applicable laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities.

10.5 Compliance With Laws:

Compliance with all applicable laws: The vendor shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender.

Compliance in obtaining approvals / permissions / licenses: The vendor shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank

and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the vendor.

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

The Vendor should adhere to laws of the land and rules, regulations and guidelines issued by the various Regulatory, Statutory and Government authorities in respect of Data Privacy and especially the guidelines issued by RBI with respect to outsourcing and protection of SPDI (sensitive personal data or information) as per IT (Amendment) Act 2008 including the provisions of the Information Technology Act, 2000 and the rules/regulations framed there under, such as the Information Technology (reasonable security practices and procedures and sensitive personal data or information) Rules, 2011.

10.6 Subject to Audit:

10.6.1 Bank reserves the right to conduct an audit/ ongoing audit of the Bidder by the Bank.

10.6.2 The selected Bidder shall allow the Reserve Bank of India (RBI) or Regulatory Authority or any person(s) authorized by it to access the documents, records of transaction or any other information given to, stored or processed by the selected Bidder relating to this RFP, within a reasonable time failing which selected Bidder will be liable to pay charges/ penalty as levied by RBI or regulatory authority, as the case may be.

10.6.3 The selected Bidder shall allow the Reserve Bank of India or Regulatory Authority to conduct audits or inspection of its Books and account with regard to the Bank or this RFP by one or more of Officers / Employees of RBI/Regulatory Authority or other person(s) duly authorized by RBI/Regulatory Authority.

10.7 Payment Terms: Bank will release the payment of the agreed Professional Fees to the selected Institution/ Agency / Individuals after deduction of applicable taxes at source on the basis of the Contract executed by the Bank with the Empanelled Bidder(s). The payments will be scheduled in stages on completion of batches. No advance payment will be made.

10.8 Single Point of Contact: The selected Bidder will have to provide details of single point of contact viz. name, designation, address, e-mail address, telephone/mobile no., etc. of the Project / Assignment who will be dedicated for executing the Project/Assignment and shall be the single point of contact for the Bank for all purposes related to the Project/Assignment. Escalation matrix should also be provided with full details.

10.9 Applicable LAW And JURISDICTION OF COURT : The RFP and subsequent Contract with the selected Bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Mumbai.

10.10 Penalty and Liquidated DAMAGES:

- a) If the selected Bidder fails to complete the due performance of the contract in accordance with the specifications and conditions agreed during the final contract negotiation, the Bank reserves the right to recover penalty @ 10% a percentage of the contract value for non-performance / delayed performance / for the costs in respect of the uncovered trainings.
- b) Notwithstanding what so ever stated in para above, if the selected Bidder fails to adhere the time schedule or fails to complete the due performance of the obligations under this RFP as per Bank's satisfaction, then the Bank can repudiate the contract and recover 10% of the contract value as Liquidated Damages from the selected Bidder.
- c) The Penalty and Liquidated Damages as mentioned above shall be independent to each other and will be levied separately or jointly as the case may be as per discretion of the Bank.
- d) Penalty and Liquidated Damages are not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the Bidder to prove that the delay is attributed to the Bank or Force Majeure. The Bidder shall submit the proof authenticated by the Bidder and Bank's official that the delay is attributed to the Bank or Force Majeure along with the bills requesting payment. If the delay is attributable to the Bank, or Force Majeure, or any other circumstances beyond the control of the selected Bidder, then the bank will extend the period of contract to the extent of delay without charging any Penalty / Liquidated Damages.

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

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

If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such conditions and the cause thereof within -15- calendar days. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform Bidder's obligations under this Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of -3- months, the Bank and Bidder shall hold consultations in an endeavour to find a solution to the problem.

10.12 **Termination:** Bank shall have the option to terminate this RFP any time or at any stage without giving notice and without assigning any reason. Bank also shall have right to terminate any subsequent agreement and / or any particular order, in whole or in part by giving Bidder at least -3- months prior notice in writing. It is clarified that the Bidder shall not terminate the subsequent Agreement for convenience.

However the Bank will be entitled to terminate any subsequent agreement, if Bidder breaches any of its obligations set forth in this RFP and any subsequent agreement and

- A. Such breach is not cured within -30- Working Days after Bank gives written notice; or
- B. if such breach is not of the type that could be cured within -30- Working Days, failure by Bidder to provide Bank, within -30- Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or

Subsequent Agreement shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:

- A. The other Party becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
- B. A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other Party and such appointment continues for a period of -21- days;
- C. The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party; or
- D. The other Party becomes the subject of a court order for its winding up.

Upon the termination or expiry of this RFP and subsequent Agreement:

- The rights granted to Bidder shall immediately terminate.
- Upon Bank's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the Bidder, being used by Bidder to provide the Services and (ii) the assignable agreements, Bidder shall, use its reasonable commercial endeavours to transfer or assign such agreements and Bidder Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.
- Upon Bank's request in writing, Bidder shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Bidder to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

10.13 **Authorized SIGNATORY:** The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The Bidder shall furnish proof of signature identification for above purposes as required by the Bank.

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

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

The Vendor shall at its own cost and expenses defend or settle any claim against the Bank that the Deliverables and Services delivered or provided under this RFP 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,

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

However, (i) the Vendor has sole control of the defence and all related settlement negotiations (ii) the Bank provides the Vendor 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 Vendor, 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 Vendor, 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 Tender and subsequent 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 Vendor to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank.

Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by regulatory authorities for reasons attributable to breach of obligations under this RFP and subsequent agreement by the Vendor.

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

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

10.15 Erasers or Alterations: The offers containing erasers or alterations may not be considered. There should be no hand written material corrections or alterations in the offer. Technical details must be completely filled up. Correct technical 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 or any Special Characters such as -, “, @, _,# is not acceptable. The Bank may treat offers not adhering to these guidelines as unacceptable.

10.16 Right to REJECT BIDS: Bank reserves the absolute and unconditional right to reject any 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 this RFP document.
- It is not properly/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 / information as required in terms of this RFP.
- It is evasive or contains incorrect information.
- There is canvassing of any kind.
- It is submitted anywhere other than the place mentioned under Section Process of Selection.
- The selected Bidder or any of its holding/subsidiary/joint-venture/ affiliate / group / client companies or any of their employees / officers / staff / personnel / representatives/agents shall not, under any circumstances, be deemed to have any employer-employee relationship with the Bank or any of its employees/officers/ staff/representatives/ personnel/agents.

- 10.17 **Assignment:** Neither the contract nor any rights granted under the contract can be sold, leased, assigned, or otherwise transferred, in whole or in part, by the selected Bidder without advance written consent of the Bank and any such sale, lease, assignment or otherwise transfer shall be void and be of no effect. The selected Bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the selected Bidder under the contract. Formation of consortium or association of firms and engaging sub consultants / agencies is not allowed and such proposals will be disqualified at the evaluation stage itself.
- 10.18 **Non – Solicitation:** The selected Bidder, during the term of the contract and for a period of two years thereafter shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.
- 10.19 **No Employer-Employee RELATIONSHIP:** The selected Bidder or any of its holding/subsidiary/joint-venture/ affiliate / group / client companies or any of their employees / officers / staff / personnel / representatives/agents shall not, under any circumstances, be deemed to have any employer-employee relationship with the Bank or any of its employees/officers/ staff/representatives/ personnel/agents.
- 10.20 **Vicarious LIABILITY:** The selected Bidder shall be the principal employer of the employees, trainers, agents, contractors, subcontractors, etc., engaged by the selected Bidder 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 Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the selected Bidder, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, trainers, contractors, subcontractors etc., of the selected Bidder shall be paid by the selected Bidder alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the selected Bidder 's employees, agents, trainers, contractors, subcontractors etc. The selected Bidder shall agree to hold the Bank, 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 Bank through the action of selected Bidder 's employees, agents, trainers, contractors, subcontractors, etc.
- 10.21 **Cancellation of CONTRACT AND COMPENSATION:** The Bank would provide 30 day' notice to rectify any breach/ unsatisfactory progress, if the selected Bidder commits a breach of any of the terms and conditions of the RFP. The Bank reserves the right to cancel the empanelment of the selected Bidder and recover expenditure incurred by the Bank in any of the following circumstances:
- The Bidder 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 bid

- c) The progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory.
- d) If deductions on account of Penalty exceeds more than 10% of the total contract price.
- e) If the selected Bidder fails to complete the due performance of the contract in accordance with the agreed terms and conditions.
- f) No response for consecutive 3 assignments will lead to termination from the empanelment.
- g) 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's notice for the same. In this event, the selected Bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out for the execution of the balance of the contract. This clause is also applicable, if for any reason, the contract is cancelled. 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, if any, under this RFP.

10.22 DISPUTE RESOLUTION: If a dispute, controversy or claim arises out of or relates to the contract, or breach, termination or invalidity thereof, and if such dispute, controversy or claim cannot be settled and resolved by the Parties through discussion and negotiation, then the Parties shall refer such dispute to sole Arbitrator appointed by the Bank. The arbitration proceedings shall be conducted in English and a written order shall be prepared. The venue of the arbitration shall be Mumbai. The arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding upon the Parties, provided that each Party shall at all times be entitled to obtain equitable, injunctive or similar relief from any court having jurisdiction in order to protect its intellectual property and confidential information.

10.23 Related parties: In the following circumstances bank will have discretion to reject the entire bid or accept the bid with some conditions stipulated by bank:-

- Bid submitted by holding company and its subsidiary
- Bids submitted by one or more companies having common director/s
- Bids submitted by one or more partnership firms / LLPs having common partners
- Bids submitted by one or more companies in the same group of promoters / management
- Any other bid in the sole discretion of the bank is in the nature of multiple bids.

10.24 Set-Off: Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to set-off or adjust any amounts due to Bank under this clause from the Bidder against payments due and payable by Bank to the Bidder for the services rendered.

10.25 Limitation of LIABILITY:

- a) The Bidder's aggregate liability in connection with obligations undertaken as a part of this Project whether arising under this project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be actual.

- b) The Bidder's liability in case of claims against the bank resulting from its wilful misconduct or gross negligence, loss suffered by bank due to damage to real or tangible or intangible property by Bidder, its employees and/ or subcontractors or loss suffered by bank due to infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.
- c) Bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Bidder as part of this Agreement.
- d) Under no circumstances Bank shall be liable to the Bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

10.26 **Severance:** 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

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

10.28 **Confidentiality :** All BOB's product and process details, documents, data, applications, software, systems, papers, statements and business/customer information which may be communicated to or come to the knowledge of the Vendor or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the vendor irrevocably agrees and undertakes and ensures that the Vendor 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 Vendor of its obligations hereunder. The Vendor hereby specifically agrees to indemnify and keep BOB indemnified safe and harmless at all times against all or any consequences arising out of any breach of this confidentiality undertaking by the Vendor and/or its employees and shall immediately reimburse and pay to BOB on demand all damages, loss, cost, expenses or any charges that BOB may sustain suffer, incur or pay in connection therewith.

The Vendor 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 vendor obligation under this Agreement.

The Vendor shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information. Also so far as it is practicable the vendor 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 vendor or its affiliates.

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

The Vendor shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement.

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

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

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

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

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

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

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

10.29 **Disclaimer:** Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisors disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (Whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisors.

Annexure-A- Organization Profile
ORGANIZATION PROFILE

Sr. No	Particulars	Remarks
1	Name of the Institution / Firm / Individual*	
2	Full address and contact details	
3	Authorized person/Persons	
4	Year of incorporation (Global) if incorporated overseas	
5	Year of incorporation (India)	
6	Total number of offices world wide	
7	Number of years of training experience	

Description of last 3 Years		FY 2021 22	FY 2020 21	FY 2019 20
9	Revenue (Global) of training business (last 3 years)			
10	Number of trainers on roll FY'21-22			
11	Number of trainers in India not on roll but available on call basis for specific assignments			
12	Number of trainers in India (both on rolls of the firm as well as those available on call basis) who have experience of imparting training in Indian banks and FIs			
13	Number of large organization (with Min. turnover / total business > Rs. 500 crores or employee strength > 5000) for whom training assignments have been carried out			
14	Number of training programmes carried out in such large organizations broken down into assignments covering A) Sales Management B) Behavioural			
15	Number of Indian Banks and FIs for whom training assignments have been carried out			
16	Number of public sector banks for whom training assignments have been undertaken			
17	Number of training programmes carried out in PSBs for Sales Executives/Sales Officer/Relationship Managers.			

18	Number of large scale training assignments handled for PSBs (means where single program is repeated at least 10 times in a given year covering more than 250 people)			
19	Number of large scale training assignments handled for clients other than PSBs (means where single program is repeated at least 10 times in a given year covering more than 250 people)			

Annexure –B- Relevant Experience
RELEVANT EXPERIENCE: (Enclose relevant work-orders/completion certificates)

a. Training programs conducted in large organization (turnover / business > Rs. 500 crores or employee strength > 5000)

Sr. No	Name of the Organization	Program Conducted	Year	Program Days	No of Programs	No of Participants

b. Training programmes conducted in Banks and FIs in India (Specify Public Sector and non-public sector experience separately)

Sr. No	Name of the Organization	Program Conducted	Year	Program Days	No of Programs	No of Participants

Annexure-C-Proposals Guidelines

PROPOSALS IN RESPECT OF DESIGN, APPROACH, METHODOLOGY, AND IMPLEMENTATION PLAN - Guidelines

The training agency should submit its proposals in respect of the design, approach, methodology and implementation plan for covering the areas mentioned in the scope in one comprehensive document.

The submission should highlight the agency's primary hypotheses regarding the training issues and the methodology proposed.

It should highlight the methodology for enablement of various training tools and engagement / skill up gradation of participants.

The work plan should also cover ideas and suggestions on taking the learning forward to work place applications.

The implementation plan with milestones and deliverables can be laid out. The training infrastructure available / proposed to be deployed for this assignment along with the availability of suitable, experienced and competent training resources / trainers to be highlighted clearly.

Annexure-D-Details of Infrastructure and other Capabilities

DETAILS OF INFRASTRUCTURAL AND OTHER CAPABILITIES

The details of infrastructural and other capabilities of the firm which would be made available for this assignment may be provided in the format below:

1 Locations / centres where the firm / agency proposes to conduct training	
2 Other than Institutions category, whether firms/ Individual own training centres?	
3 Description of infrastructural facilities (Training aids, seating arrangements, AC) available at the centres. List out all facilities provided	
4 Technology facilities available at the training locations for technology training (Hardware / Banking software available for say, CBS connectivity)	
5 Whether connectivity can be provided to Bank's training server	
6 Availability of experienced and competent faculty at all centres for : 1. Handling banking training 2. Technology training 3. Behavioural / soft skills training 4. Any other	
7 Subject expertise (among the areas listed in the scope)	
8 Any other special capabilities that will be relevant for successful implementation of the instant training assignment	
9 Experience to conduct training at Bank's premises, in situ or locational	

Annexure-E –EOI for entering in to the Tie up

LETTER TO THE BANK ON THE COMPANY'S / FIRMS' LETTER HEAD

To,
The Head WMS
Bank of Baroda
Baroda Sun Tower C-26, G-Block
Bandra-Kurla Complex
Bandra (East) Mumbai -400 051

Dear Sir,

Re: Your EOI for entering into the tie-up for Selection and Empanelment of Training Partner - Design & Implementation of Wealth Executives Training Program as training Institution/agency.

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for undertaking the above training assignment as detailed in your RFP.

We confirm that we have not been disqualified by any Bank/ Financial Institution from undertaking any /or all of the above activities.

We undertake to confirm that no IPR violation will be done while carrying out assignments with Bank of Baroda.

We also confirm that the offer shall remain valid for 6 months from the date of the offer.

We understand that the Bank is not bound to accept the offer and the Bank has right to reject the offer in full or part without assigning any reasons, whatsoever.

Yours faithfully,

(Authorised Signatory)

(Enclose relevant prescribed Authority Letter)

Annexure F-Declaration from bidder

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

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

To
The Head WMS
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.]”

Further 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 fulfil all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process. We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

3. This declaration cum undertaking is executed by us through our Authorized signatory/ies after having read and understood the Office Memorandum and Order including the words defined in the said order.

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor'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)
2.
3.
4.

Annexure G- Integrity Pact

Integrity Pact

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of _____ month, 20____, between, on one hand, Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisitions and Transfer of Undertakings) Act, 1970 having its head office at Alkapuri, Baroda, and its corporate office at Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai-400051 (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s____ represented by Shri____, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item/Services) and the BIDDER/Seller is willing to offer/has offered the said stores/equipment/item/services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking performing its functions on behalf of the President of India.

NOW, THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any

attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

2 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

2.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

2.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

2.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice,

unfair means and illegal activities.

2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be closed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

3 Previous Transgression

3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4 Earnest Money (Security Deposit)

4.1 While submitting commercial bid, the BIDDER shall deposit an amount (shall be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

- Bank Draft or a Pay Order in favour of Bank of Baroda
- A confirmed guarantee (Along with Annexure –K) by an Indian Nationalized Bank other than Bank of Baroda, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- Any other mode or through any other instrument (to be specified in the RFP).

4.2 The Earnest Money/Security Deposit shall be valid upto a period of 8 Months or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing

sanction for violation of this Pact.

4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

4.5 MSMEs (Micro, Small and Medium Enterprise (MSME) are exempted from paying the application money and Bid security amount for which the concerned enterprise needs to provide necessary documentary evidence. For MSMEs Government of India provisions shall be considered while evaluating the tender.

5 Sanctions for Violations

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

5.1.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

5.1.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

5.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

5.1.4 To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of Bank of Baroda, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

5.1.5 To encase the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

5.1.6 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

5.1.7 To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

5.1.8 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

5.1.9 Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act,

1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6 Fall Clause

The BIDDER undertakes that it has not supplied /is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/ Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

The BIDDER undertakes that it has not supplied /is not supplying similar (in quantity) product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry /Department of the Government of India or PSU and if it is found at any stage that similar (in quantity) product / systems or sub systems was supplied by the BIDDER to any other Ministry /Department of the Government of India or a PSU at a lower price within a period of one year before and after bid submission date, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

7 Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8 Independent External Monitor

a) The BOB has appointed Independent External Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission. **Name: Shri. Hanswar Dayal, H-2 Lawyers Colony, Baypass Road agara (UP) (email id: dayalagra@gmail.com)** appointed 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.

b) 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 as confidential.

c) The Bidder(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. The Bidder 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.

- d) The Monitor is under contractual obligation to treat the information and documents of the Bidder(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 him / herself from that case.
- e) 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 Bidder. The parties offer to the Monitor the option to participate in such meetings.
- f) 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.
- g) 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.
- h) 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.
- i) The word 'Monitor' would include both singular and plural.

9 Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

10 Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11 Validity

The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at _____ on _____

BUYER

BIDDER

Name of the Officer:

Chief Executive

Officer

Designation:

Department:

Witness

Witness

1. _____ 1. _____
2. _____ 2. _____

Annexure H-Undertaking for IT security

UNDERTAKING FOR INFORMATION SECURITY

To

The Head Wealth Management Services,

Bank of Baroda, Baroda Sun Tower

C-26, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051

Sir,

Sub: RFP for Selection and Empanelment of Training Partner - Design & Implementation of Wealth Executives Training Program.

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 covert 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 #

Annexure – I-General Undertaking

GENERAL UNDERTAKING

To

The Head WMS,
Bank of Baroda, Baroda Sun Tower
C-26, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051

Sir,

Sub: RFP for Selection and Empanelment of Training Partner - Design & Implementation of Wealth Executives Training Program.

Having examined the Bid Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer services, 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 Bid Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Bid.

1. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Bid Document.
2. We agree to abide by this Bid Offer for -6- months from date of Bid closure date and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
3. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
4. a) We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
b) Commission or gratuities, if any paid or to be paid by us to agents relating to this Bid and to Contract execution, if we are awarded the Contract are listed below.
 - i. Name and Address of the Agent
 - ii. Amount and Currency in which Commission paid / payable
 - iii. Purpose of payment of Commission (If commission is not paid / not payable indicate the same here)
5. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
6. We confirm that we will abide by all the terms and conditions contained in the RFP.
7. We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of Bidders.
8. All the details mentioned by us are true and correct and if Bank observes any

misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.

9. We confirm that this response, for the purpose of short-listing, is valid for a period of six months, from the date of expiry of the last date for submission of response to RFP.
10. We confirm that we have noted the contents of the RFP and subsequent addendums, communications and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.
11. 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 #

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

Annexure- J-Bid Security/EMD letter

BID SECURITY/ EARNEST MONEY DEPOSIT (EMD) LETTER

1. WHEREAS, (hereinafter referred to as "Bidder") has submitted its proposal and response dated.....(hereinafter referred to as "Bid") for the supply of all the requirements described in the Request for Proposal No. along with its amendments/Annexures and other ancillary documents (hereinafter referred to as "RFP") as issued by Bank of Baroda.
2. We having our registered office at(hereinafter called the 'BIDDER') are offering security deposit of Rs. _____/- (Rupees _____ only) vide [demand draft / pay order / issued by a scheduled/Commercial Bank] bearing No._____ dated _____ [drawn on/ issued by] _____ (hereinafter referred to as "Bid Security") favouring 'Bank of Baroda for consideration of the Bid of the above mentioned Bidder.
3. The Bidder specifically acknowledges and agrees that the Bidder has furnished his Bid on the understanding and condition that, if the Bidder:
 - a) Withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Documents or
 - b) Having been notified of the acceptance of its Bid by Bank of Baroda during the period of validity: -
 - i. Fails or refuses to execute the contract form if required; or
 - ii. Fails or refuses to furnish the Performance Security, in accordance with the instruction to Bidders.

Bank of Baroda has the right to forfeit the entire Bid Security amount merely on the occurrence of one or more of the foregoing events without demur or a written demand or notice to the Bidder.
- 4 The Bid Security shall be returned to unsuccessful Bidders within 30 days from the date of the award of contract to a successful bidder. The Bid Security shall be returned to the successful Bidder upon furnishing of Performance Security in accordance with the instructions of the Bidder.
- 5 The Bidder undertakes that it will not cancel the Bid Security referred to above till the Bidder is returned the Bid Security from Bank of Baroda in accordance with the foregoing conditions.
- 6 The Bidder represents and warrants that the Bidder has obtained all necessary approvals, permissions and consents and has full power and authority to issue this Bid Security and perform its obligations hereunder, and the Bidder has taken all corporate, legal and other actions necessary or advisable to authorise the execution, delivery and performance of this Bid Security. The absence or deficiency of authority or power on the part of the Bidder to issue this Bid Security or any irregularity in exercise of such powers shall not affect the liability of the Bidder under this Bid Security.

Dated this.....day of.....

Place: _____

Date: _____

Seal and signature of the Bidder

Annexure K-Bank Guarantee in lieu of Bid Security/EMD

BANK GUARANTEE (BG) IN LIEU OF BID SECURITY/ EARNEST MONEY DEPOSIT (EMD)

To
The Head WMS,
Bank of Baroda, Baroda Sun Tower

C-26, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051

WHEREAS _____ (hereinafter called "the Bidder") has submitted its bid dated _____ (date of submission of bid) for setting up of Business Strategy and Project management of Digital Group in response to Request for Proposal (RFP) No. _____ (hereinafter called "the Bid") issued by Bank of Baroda.

KNOW ALL PEOPLE by these presents that WE _____ (name of Bank) of _____ (name of country) having our registered office at _____ (address of Bank) (hereinafter called "the Bank") are bound unto Bank of Baroda (hereinafter called "the Purchaser") in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the common seal of the said Bank this _____ day of _____, 20____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity :
 - a) fails or refuses to execute the mutually agreed Contract Form if required; or
 - b) fails or refuses to furnish the Performance Security, in accordance with the Terms and Conditions of the Contract;

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without any demur, merely on demand from the Purchaser and undertake to indemnify Purchaser and keep Purchaser indemnified from time to time and at all times to the extent of Rs. _____ without the Purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it is due owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 90 days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding any other term contained herein

a) this guarantee shall be valid only up to _____ (Insert Guarantee End Date) whereupon it shall automatically expire irrespective of whether the original guarantee is returned to the Bank or not; and

b) The total liability of Bank under this guarantee shall be limited to Rs. _____/- (Rupees

_____ only).

Place:

SEAL

Code No.

SIGNATURE.

NOTE:

BIDDER SHOULD ENSURE THAT THE SEAL & CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG

STAMP PAPER IS REQUIRED FOR THE BG ISSUED BY THE BANKS LOCATED IN MUMBAI.

Annexure- L-Letter of Authorization

LETTER OF AUTHORIZATION FOR SUBMISSION OF RESPONSE

To
The Head WMS,
Bank of Baroda, Baroda SUN Tower
C-26, G-Block, Bandra Kurla Complex, Bandra (East),
Mumbai - 400 051

Sir,

Sub: RFP for Selection and Empanelment of Training Partner - Design & Implementation of Wealth Executives Training Program.

This has reference to your above RFP for engagement of Strategic Consultant for setting up of Business Strategy and Project management of Digital Group.

Mr./ Ms..... is hereby authorized to submit the response documents, to submit sealed response, and to sign any documents pertaining to the RFP on behalf of our organization for all the services required by the Bank as called for vide the Bank's RFP as referred to above, on behalf of our organization. He/ She is also authorized to take decisions on behalf of the company till the RFP process is completed.

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

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

The specimen signature is attested below:

Specimen signature of the representative

Signature of the Authorizing Authority

Name of the Authorizing Authority (certified photocopy of POA of authorized signatory/ authority is to be submitted).

Note:

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