



**Request for Proposal
for Appointment of Consultant for
'Strategy Development and
Implementation Support'**

Bank of Baroda

November 23, 2015

RFP Reference:BCC:SP&PB:107/372

REQUEST FOR PROPOSAL (RFP) FOR CONSULTANCY SERVICES FOR STRATEGY DEVELOPMENT & IMPLEMENTATION SUPPORT

Key Information on the RFP Response Submission

Sl no	Particulars	Timeline
1	RFP Issuance Date	November 23, 2015
2	RFP Co-ordinator	Mr. B P Singh Chief Manager
	Telephone	+91 22 6698 5350
	Email id	gm.planning.bcc@bankofbaroda.com
	Address for Proposal Submission	The General Manager Strategic Planning & Performance Budgeting Bank of Baroda Baroda Corporate Centre 3 rd Floor C – 26, G – Block Bandra Kurla Complex Bandra (East), Mumbai 400 051, India
3	Last Date of Written request for Clarifications Before the Pre-bid Meeting	3:30 PM on December 03, 2015
4	Pre-bid Meeting	3:30 PM on December 05, 2015 at Bank of Baroda, Baroda Corporate Centre G 1, Ground Floor C – 26, G – Block Bandra Kurla Complex Bandra (East), Mumbai 400 051, India
5	Last Date of Submission of RFP Response (Closing Date)	3:30 PM on December 14, 2015
6	Eligibility Cum Technical Proposal Opening Date	4:00 PM on December 14, 2015 at Bank of Baroda Baroda Corporate Centre G 1, Ground Floor C – 26, G – Block Bandra Kurla Complex Bandra (East), Mumbai 400 051, India
7	Application Money	INR25,000/- (Rupees Twenty Five Thousand only)
8	Proposal Security (Earnest	INR10,00,000/- (Rupees Ten Lakhs only)

	Money Deposit)	
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Definition of Terms used in the RFP:

Following terms are used in the document interchangeably to mean:

1. Bank means “Bank of Baroda”
2. RFP means the “Request For Proposal” document
3. Recipient, Respondent, Consultant, Bidder means interested and eligible applicants responding to this RFP
4. Proposal/ Bid/ Tender means “Response to the RFP Document”

Confidentiality

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

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1 Introduction

1.1 Introduction and Disclaimer

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda (“the Bank”) to appoint Consultant for strategy development and implementation support.

The RFP document is not recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Consultant as identified by the Bank, after completion of the selection process as detailed in this RFP document.

The RFP document is intended solely for the information of the party to whom it is issued (“the Recipient” or “the Respondent”) and no other person or organization.

Bank of Baroda hereby invites responses from renowned management consultants for assisting the Bank in development of its strategy and thereafter to support the Bank in implementation of the strategy aimed at enhancing its overall business performance.

1.2 Information Provided

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.

1.3 Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not

the Losses arise in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

1.4 Costs Borne by Respondents

All costs and expenses (whether in terms of time or money) incurred by the Recipient/ Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient/ Respondent.

1.5 Recipient Obligation to Inform Itself

The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

1.6 Evaluation of Offers

Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of Consultant, not limited to those selection criteria set out in this RFP document.

The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

1.7 Errors and Omissions

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than last date of receiving clarifications as specified in Section 2.6.

1.8 Acceptance of Terms

A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document.

2 Terms of the RFP Response

2.1 RFP Response Submission

2.1.1 Application Money

Application Money as mentioned in “**Key Information on the RFP Response Submission**” by way of Demand Draft favouring ‘Bank of Baroda’, payable at Mumbai, which is non-refundable, must be submitted separately along with RFP response. The Bank may, at its discretion, reject any Consultant where application money has not been furnished with the RFP response.

2.2 Registration of RFP Response

Registration of RFP response will be effected by the Bank by making an entry in a separate register kept for the purpose upon the Bank receiving the RFP response in the above manner. The registration must contain all documents, information, and details required by this RFP. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through e-mail, the RFP is liable to be summarily rejected.

All submissions, including any supporting documents, will become the property of the Bank. The Recipient shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation.

2.3 RFP 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 RFP opening date.

2.4 Appointment period

The eligible consultants after the evaluation process would be appointed with the Bank for a period of 3 months to begin with for Phase 1. This will be extendable to 9 months for Phase 2 and potentially on a monthly basis for a period up to 2 years from the date of appointment at the sole discretion of the Bank.

2.5 Communication on the RFP

Recipients are required to direct all communication and questions if any relating to the RFP in writing to the email address specified and as per the timelines specified.

The Respondent must communicate all queries / clarifications in writing on or before last date of receiving request for clarification as per details given in the RFP. The Bank will try to reply, without any obligation in respect thereof, every reasonable

query raised by the Respondents in the manner specified. Any changes to the RFP will be communicated as Addendum to the RFP and will be published on Banks website under tenders section only. However, the Bank will not answer any communication initiated by the Respondents beyond the dates provided in “**Key Information on the RFP Response Submission**”.

However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent’s response.

Respondents should invariably provide details of their email address as any clarifications required by the Bank against the response to the RFP will only be communicated to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.

The Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.

2.6 Notification

The Bank will notify all the Respondents in writing immediately post completion of the RFP Evaluation on the outcome of the process. The Bank is not obliged to provide any reasons for any such acceptance or rejection.

2.7 Disqualification

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

2.8 Language

The RFP response prepared by the Consultant, as well as all correspondence and documents relating to the RFP exchanged by the Consultant and the Bank and supporting documents and printed literature shall be in the English language only.

2.9 Formats of Bids

The consultants should use the formats prescribed by the Bank in submission of the RFP Response. The Bank reserves the right to ascertain information from the banks and other institutions to which the consultants have rendered their services for execution of similar projects.

2.10 Timeframe

The timeframe provided at the start of this document is for the overall selection process. The Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process. The time schedule will be strictly followed. Interested parties are expected to adhere to these timelines. However, the Bank reserves the right to change the aforementioned timelines.

2.11 RFP Response Submission Details

Eligibility & Technical Proposals shall be submitted in sealed envelopes superscribing:

“ELIGIBILITY CUM TECHNICAL PROPOSAL FOR BANK OF BARODA ‘STRATEGY DEVELOPMENT AND IMPLEMENTATION SUPPORT’ SUBMITTED BY”on the top of the sub-envelope containing the Eligibility Bid.

CONSULTANT DETAILS should be provided on the main envelope as well as sub envelopes which include:

CONTACT PERSON NAME:

EMAIL ADDRESS:

CONTACT NUMBER:

The sub-envelope should also have the Application Money Demand Draft and the EMD as specified. This envelope should also have the CD of the Technical Proposal submission.

The RFP response document should be submitted to the Bank in duplicate in hard copies i.e. two sets of envelope (One containing original and the other having the duplicate set) clearly mentioning ORIGINAL / DUPLICATE as applicable in each envelope set. In case of any discrepancy, the ORIGINAL will be treated as the final for the purpose of evaluation of the Technical Proposal.

Eligibility cum Technical Proposal

ELIGIBILITY CRITERIA (Annexure 03)

Sl. No.	Details	Support Documents to be submitted
1	The Consulting Firm should be a Government Organisation / Public Sector Unit/ Limited Liability Partnership (LLP) / Private Limited Company / Public Limited	Certified copy of the Certificate of Incorporation issued by the Registrar of Companies and Certificate of Commencement of

Sl. No.	Details	Support Documents to be submitted
	Company registered or Incorporated in India. It should not be Individual / Proprietary Firm/ HUF etc.	business issued by the Registrar of Companies (For Public Limited Company).
2	The Consulting Firm must have a minimum 10 years of experience in advising Indian Public Sector Banks / New Generation Private Sector Banks on matters including Strategy, Business Process Reengineering, Organisational Transformation and Technology Architecture Design covering the entire Bank, of which at least one such assignment should be in the past 2 years	Client references from at least one Public Sector Bank / New Generation Private Sector Bank clearly indicating the scope of assignment as specified and duration of the assignment.
3	The Consulting firm should have successfully concluded a minimum of three programmes in Public / Large Private Sector Banks (having at least 20,000 employees on the rolls) in India on a Long Term basis (More than 9 Months) on the areas mention above in Point no 2, in the last 10 years. They should have done at least one program on Strategy, Business Process Review or Organisational Transformation in India in the past 2 years.	Client references from organizations clearly indicating the scope of assignment and duration of assignment / Purchase Order details.
4	The Consulting firm should have in-house capability to take up assignment on their own but not through any associates. Consortium Bids will not be accepted by the Bank	Undertaking Letter
5	Declaration / self-affidavit by the bidding firms as to their technical suitability	On the Company Letter head
6	The Bidder should be a profit making company/firm during at least 2 out of the immediate three consecutive financial years (2012-13, 2013-14, 2014-15)	Certified copies of Audited Financial Statements (and Annual Reports, if applicable) for the last three financial years. (Also furnish the information in Annexure-O)
7	The Bidder should have an average turnover of INR 125 crores for the last three financial years and average Net worth of INR 50 crores in the last financial year	Certified copies of Audited Financial Statements or certificate from Auditors providing the turnover details for the last three years. (Also furnish the

Sl. No.	Details	Support Documents to be submitted
		information in Annexure-O)
8	The Bidder should not have been black listed by any Government/ Financial Institutions/Banks/ Government/ Semi-Government departments/PSUs in India	A self-declaration by the Bidder on Company's letter head.
9	The Bidder's Firm should not be owned or controlled by any Director or Employee (or Relatives) of Bank of Baroda	A self-declaration by the Bidder on Company's letter head.

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

ENVELOPE 1: (Eligibility Criteria): The requisite certificates and documents supporting the eligibility criterion should be submitted as per Annexure 3 in Envelope – 1 separately to the Bank address as specified:

Pre Bid Queries:

The Management Consultant should carefully examine, understand the scope and terms and conditions of the RFP and may seek clarifications, if required. The bidders in all such cases, seek clarification in writing in advance, in the same serial order of the RFP by mentioning the relevant Page number and clause number of the RFP. All communications regarding points requiring clarifications on doubts, if any, shall be given in writing to the RFP Co-ordinator by the intending bidders before the timelines specified.

2.11.1 Format for Technical Proposal

The Technical Proposal should be made in an organized, structured and neat manner. Brochures/ leaflets should not be submitted in loose form. The suggested format for submission of the Technical Proposal is as follows:

1. Earnest Money Deposit (EMD)– Demand Draft kept in separate cover
2. Application Money (Demand Draft)
3. Offer covering letter as per Annexure 1
4. Approach, Methodology and Work plan as per Annexure 4

5. Proposed Team Profile as per Annexure 5
6. Staffing Schedule as per Annexure 6
7. Proposed List of Key personnel as per Annexure 7

ENVELOPE 2: Technical Proposal - 2 Copies i.e. (Hard Copy and Soft Copy)

The Technical proposal should be submitted in the form of one hard copy and one soft copy. Hard Copy should be placed in a sealed envelope super-scribed as “TECHNICAL PROPOSAL”. Soft Copy should be submitted in a CD in a sealed envelope marked “SOFT COPY OF TECHNICAL PROPOSAL”. These two sealed envelopes must be placed in a single sealed envelope super-scribed as “Technical Bid for ‘Strategy Development and Implementation Support’ Project”

The Technical Proposal should be complete in all respects and should contain all information as specified in the RFP, with the exception of the Financial Proposal. The Technical Proposal should not contain any price information; any firms disclosing the Financial Proposal information in the Technical Proposal will be summarily rejected. Two copies of the Technical Proposal should be submitted (both in one closed envelope to the Bank (One each marked as Hard Copy and Soft Copy). The Technical Proposal should indicate the ideas, solutions and processes suggested in ‘Scope of Consultancy’.

All the relevant pages of the proposal are to be numbered and signed by an authorized signatory on behalf of the Management Consultancy firm. The number should be unique serial number across the document. The Bidder should provide documentary evidence of the authorised signatory for the purpose of this RFP.

The RFP response shall be in the English language only. The contact name, email ID and telephone numbers (mobile & landline) of the Consultancy firm shall also be indicated on the sealed cover.

EMD (DD) and Application Money (DD) should be placed in the original Technical Proposal submitted to the Bank.

Format for Financial Proposal:

The Financial Proposal needs to be provided in the template provided in Annexure 8. Financial proposal should be submitted in the form of one hard copy. Hard Copy should be placed in a sealed envelope super-scribed as “FINANCIAL PROPOSAL”. These two sealed envelopes must be placed in a single sealed envelope super-scribed as “FINANCIAL PROPOSAL for ‘Strategy Development and Implementation Support’ Project.

The Financial Proposal and Technical Proposals must be submitted separately in different envelopes. It is reiterated that that if any envelope is found to contain both Technical and Financial Proposals, such offers will be rejected by the Bank. Offer

should not be conditional in any manner; any conditional Financial Proposal responses shall be rejected by the Bank.

The THREE SEPARATE sealed envelopes containing the Eligibility Criteria (as per Annexure-3), Technical Proposal, Financial Proposal must be submitted in three separate covers to the Bank directly as under:

- ENVELOPE-1: Eligibility Criteria as per Annexure 03
- ENVELOPE-2: Technical Proposal: (2 Copies i.e. Hard Copy and Soft Copy)
- ENVELOPE-3: Financial Proposal (2 Hard Copies)

Each of the above set of the Proposal must be labelled with the following information:

1. Technical/ Financial Proposal as applicable
2. RFP Reference Number and Date
3. Name of the Management Consultancy firm
4. Whether Original/ Duplicate

A copy of the RFP along with the addendum duly putting the seal and signature on all the pages of the document for having noted contents and testifying conformance of the terms and conditions.

IMPORTANT POINTS TO BE NOTED

- a) The sealed bid envelopes should be delivered to the RFP Coordinator at the postal address mentioned in the point “**Key Information on the RFP Response Submission**”. The Bank has defined an RFP Co-ordinator to manage the bid process on behalf of the Bank.
- b) All the queries and communication must be addressed to the RFP Co-ordinator from the Bank.
- c) All envelopes should be securely sealed and stamped. Any discrepancy between the original & duplicate, the original document will prevail.
- d) All correspondence must be provided in writing and addressed to the RFP Co-ordinator at the address provided in the point “**Key Information on the RFP Response Submission**”.
- e) Only one submission of the RFP response by each Respondent will be permitted. In case there are multiple submission by the same organization, the first submission will be treated as final by the Bank for the purpose of evaluation of responses. All responses would be deemed to be irrevocable offers/proposals from the Respondent and may if accepted by the Bank form part of the final contract between the Bank and selected Respondent.

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

2.12 Earnest Money Deposit

The Consultant will have to submit the Earnest Money Deposit (EMD – Bid Security) while submitting their bid at the rate stipulated by the Bank in **the section on “Key Information on the RFP Response Submission”**. The Earnest Money Deposit is required to protect the Bank against the risk of Consultant’s conduct.

The Earnest Money Deposit shall be denominated in the Indian Rupees only and shall be in the form of a Demand Draft favouring “Bank of Baroda” payable at BKC, Mumbai or a Bank guarantee of an equal amount issued by any commercial bank located in India (other than Bank of Baroda), which is valid for 8 months (**as per Annexure 12**). Any bid not secured in accordance with the above will be rejected by Bank of Baroda as non-responsive.

The earnest money deposit of a Consultant may be forfeited or the Bank guarantee in lieu of EMD may be invoked by the Bank if the Consultant withdraws its bid during the bid validity period.

Unsuccessful Consultants who have not been selected–The EMD will be returned by the Bank within two weeks from closure of selection process.

Successful Bid Winner –The selected Consultant’s Earnest Money Deposit will be adjusted against the security deposit requirement. The EMD of the successful bidder Consultant may be forfeited by the Bank if the Consultant fails to furnish security deposit within 15 days from the date of selection by the Bank for any reason whatsoever.

2.13 Financial Proposal

The Financial Proposal should contain all relevant price information and should not contradict the Technical Proposal in any manner. There should be no hidden costs for items quoted. The offer must be made in Indian Rupees only and the offer should include all applicable taxes and other charges, if any. The Bank is not responsible for the arithmetical accuracy of the bid. The consultants will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Consultant. The Bank at a later date will not accept any plea of the Consultant or changes in the commercial offer for any such assumptions.

Applicant should quote fees per month which they propose to charge for the duration of the project while submitting the Financial Proposal.

3 Terms of Reference

3.1 Introduction and Project Overview

Bank of Baroda desires to appoint a Consultant for “Strategy Development and Implementation Support”.

3.2 Purpose

Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051

(hereinafter referred to as the “Bank”) which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this bid document, hereinafter called RFP, to eligible Consultants, hereafter called as “Bidders or Consultants” to participate in the competitive bidding for appointment of consultants for “**Strategy Development and Implementation Support**”.

The Bank, for this purpose, invites proposal from Consultants who are interested in participating in this RFP and must fulfil the eligibility criteria mentioned under Annexure 03 and also in a position to comply with the technical requirement mentioned and provided the required proposal.

Apart from the above, the Consultant must also agree to all our terms & conditions mentioned under this RFP.

3.3 Project Scope

Bank of Baroda seeks to appoint a competent Consultant to assist the Bank in developing the overall strategy for the Bank (in the short, medium and long term) and implementation support. The work in this programme will focus across Bank of Baroda and its subsidiaries, and should address potential new opportunities such as Digitization, Analytics, as well as conduct assessment of its core business opportunities and working towards a holistic operating model review. The objective of the exercise is to work with the Bank’s internal team to significantly enhance the performance trajectory of the Bank along with its wholly owned subsidiaries and businesses.

The scope of this assignment comprises two phases as described below.

Phase 1: Strategy Development (3 months)

1. Develop the overall strategic positioning and Vision 2020 for the Bank based on the business drivers for long-term growth of the Bank given the expected

changes in the macro-economic and industry environment such as digitization, etc.

2. Develop the strategy for all business lines of Bank of Baroda covering retail banking, corporate & institutional banking, MSME, Recovery / Collections, Cards and Capital markets business lines across the Bank and its wholly owned/ sponsored subsidiaries and businesses. Strategy to also include identification of target markets, products and customers.
3. Identify the revenue synergies between Bank of Baroda's subsidiaries
4. Develop a five year business plan for the Bank which includes financial projections on revenues, profits, investment requirements and potential shareholder return/ value creation
5. Define the new operating architecture, including how the business can leverage the digitization opportunity, and analytics, among other market opportunities to improve efficiencies, drive customer satisfaction and increase revenues
6. Validate the organization structure developed by the Bank and provide recommendations on the organization structure in line with the business strategy developed by the Consultant
7. Develop an implementation roadmap for execution of the business strategy defined for the Bank including timelines, inter-dependencies and role-based responsibilities.

Phase 2: Bank wide Implementation Support (9 months)

Phase 2 covers implementation of the strategy as defined and approved by the Bank in Phase 1 of this assignment, across the entire Bank.

Kindly note that the Bank reserves the right to appoint the consultant for one, or more, or all the phases at the sole discretion of the Bank.

Timeframe of the assignment:

The expected project duration for this assignment will be as below:

- Phase 1: 3 months.
- Phase 2: For a period upto 9 months post completion of Phase 1.
- Kindly note that the Bank reserves the right to reduce or extend the stipulated timeframe of 9 months mentioned above for Phase 2, for an additional period of up to 12 months at the sole discretion of the Bank.

Team:

During the above phases as finalised by the Bank, a dedicated project team has to work on site at the Bank's premises. For both Phase 1 and Phase 2, a minimum

team size of full time team on-site comprising at least 6 members will be available to deliver the scope as defined in the Terms of Reference (spanning Phase 1 & Phase 2). The on-site Team shall consist of a judicious mix of Senior, Middle and Junior Executives having the requisite experience.

The on-site team of consultants shall work under the overall guidance and control of Top Executive of the Consultant Firm. As and when need arises, subject matter experts need to be present on site to supplement the efforts of the on-site Team.

During the course of the project (or later), there might be related areas which the Bank would like the Consultant to take a look at more deeply than earlier envisaged. The Bank and the Consultant should mutually agree on the additional resources required. The Bank reserves the right to pause the work at any point of time and use the services of the Consultant for any or all of the phases of the assignment.

4 Evaluation process

4.1 Opening of Technical Proposal

Technical Proposals received within the prescribed date and time will be opened in the presence of Management Consultancy firm or its authorized representatives who choose to attend the opening of the offer on the date and time specified in this RFP document. The Management Consultancy firm or its authorized representative having photo identification, present shall sign a register of attendance. The representative has to submit an authority letter duly signed by the Management Consultancy firm, authorizing him to represent and attend the Bid opening on behalf of Management Consultancy firm.

4.2 Preliminary Scrutiny

The Bank will scrutinize the offers received to determine whether they are complete and as per RFP requirement, whether technical documentation as asked for and required, to evaluate the offer has been submitted, whether the documents have been properly signed and whether items are offered as per the RFP requirements. The Bank will inform the date, time and venue of presentation to the Management Consultancy firms.

The proposals received by the Bank will be technically evaluated to arrive at the technical scoring as per the scoring methodology specified below under the TECHNICAL PROPOSAL EVALUATION CRITERIA. The Bids which are securing the technical score of 70 or more marks out of a total of 100 marks are considered as technically qualified and only those technically qualified Bids will be further processed to find “Highest scoring Management Consultancy Firms” as per evaluation methodology under TECHNO COMMERCIAL EVALUATION CRITERIA. The Bank however retains the right to lower the cut off score if adequate number of bids does not qualify with the minimum score specified above.

A list of Key personnel to be deployed for the project to be furnished with details of Name, Age, Qualification and Experience in Annexure 07. Kindly note that the team proposed in the Technical Proposal will need to necessarily be made available to the Bank for delivery assignment. During the course of the presentation, the Bank has the right to interview the personnel, to decide to deploy in the project or not. The Bank shall reserve the right to seek the change of Resource personnel in case of need. The Bank reserves the right to review the decision of appointment in the event the Bank is not satisfied with the performance.

4.3 Technical Proposal evaluation criteria

A presentation before the selection committee of the Bank is to be made by the Management Consultancy firms on the understanding of the key challenges before the Bank, proposed Methodology and Approach to be adopted, time frame for

implementation of activities in the Bank and proposed team. The technical capabilities and competence of the Management Consultancy firm should be clearly reflected in the presentation.

Based on the details submitted by the Management Consultancy firms in the Technical Proposal and the presentation made by them before the Selection Committee of the Bank, the Technical Evaluation of the eligible Management Consultancy firms will be carried out as furnished below:

Overall criteria	Weight-age
Experience of the working in Indian banking sector especially with Public Sector Banks on Business Strategy Development, Organization Design, and other business transformation related areas and experience in Implementation of all of the above	25%
Evidence of deep domain knowledge of Bank of Baroda and appreciation of its strategic context	10%
Approach, Work Plan & Methodology	35%
Suitability of Key Resources	30%

4.3.1 Techno-commercial evaluation criteria

This will be a techno commercial evaluation and accordingly the Technical evaluation will have 80% weightage and Commercial evaluation shall have 20% weightage. These weightages shall be taken into consideration for arriving at the Successful Management Consultancy firm. The evaluation methodologies vis-a-vis the weightages are as under:

The total fee quote provided by the Consultant

= Financial quote for Phase 1 + Monthly financial quote for Phase 2 * 9 months

Score will be calculated for all technically qualified Management Consultancy firms using the following formula:

$$S = (T/T \text{ High} \times 80) + (C \text{ Low}/C \times 20)$$

Where:

S = Score of the Management Consultancy Firm

T = Technical score of the Management Consultancy firm

T High = Highest Technical score among the Management Consultancy firms

C = Quote as provided by the Management Consultancy firm (please refer to Appendix 8)

C Low = Lowest Quote of C among the Management Consultancy firms

The management consultancy firm securing the highest score becomes the successful management consultancy firm

For example – There are three bidders A, B and C.

Technical score will be arrived at treating the marks of the bidder scoring the highest marks (A) in Technical evaluation as 100. Technical score for other bidders (B, C, etc.) will be computed using the formula Marks of B / Marks of highest scorer A*100.

Similarly Commercial Score of all technically cleared bidders will be arrived at taking the cost quoted by L1 bidder i.e., the lowest quote from all technically qualified bidder (say C) as 100. Marks for other bidders will be calculated using the formula Commercial Score = Cost of L1 bidder / Cost quoted by bidder * 100.

A “Combined score” will be arrived at, taking into account both marks scored through Technical Proposal evaluation and the nominal commercial quotes with a weightage of 80% for the Technical Proposal and 20% for the Financial Proposal as described below.

The combined score is arrived at by adding Technical Score and Commercial Score. The successful bidder will be the one who has highest Combined Score.

Sr. No.	Bidder	Technical Evaluation marks (T)	Nominal Bid Price in INR(C)	Technical Score	Commercial Score	Combined Score (out of 100)
1	A	95	71	$95/95*80 = 80.0$	$60/71*20 = 16.9$	$80.0+16.9 = 96.9$
2	B	85	65	$85/95*80 = 71.6$	$60/65*20 = 18.5$	$71.6+18.5 = 90.1$
3	C	90	60	$90/95*80 = 75.8$	$60/60*20 = 20.0$	$75.8+20.0 = 95.8$

In the above example Bidder A with highest score becomes the successful bidder.

4.4 Eligibility Cum Technical Proposal

Eligibility criteria for the Consultant to qualify this stage is clearly mentioned in Annexure 03 – Eligibility Criteria Compliance to this document. The Consultant would need to provide supporting documents as part of the eligibility proof. The Technical Proposal will also be evaluated for technical suitability.

During evaluation of the proposals received from the Respondents, the Bank, at its discretion, may ask the Consultant for clarification in respect of its proposal. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted

The Bank reserves the right to accept or reject any proposal in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the consultants to this document and the Bank will not entertain any correspondence in this regard.

5 Terms and conditions

5.1 General

5.1.1 General Terms

The Bank expects the Consultant to adhere to the terms of this RFP and would not accept any deviations to the same.

Unless expressly overridden by the specific agreement to be entered into between the Bank and the Consultant, the RFP shall be the governing document for arrangement between the Bank and the Consultant.

The Bank expects that the Consultant appointed under the RFP shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.

Unless agreed to specifically by the Bank in writing for any changes to the RFP issued, the Consultant responses would not be incorporated automatically in the RFP.

5.1.2 Rules for Responding to this RFP

All responses received after the due date/time as mentioned in advertisement would be considered late and would be liable to be rejected.

All responses should be in English language. All responses by the Consultant to this RFP shall be binding on such Consultant for a period of 60 days after opening of the bids

All bid responses would be deemed to be irrevocable offers/proposals from the consultants and may be accepted by the Bank to form part of final contract between the Bank and the selected Consultant/s. Unsigned responses would be treated as incomplete and are liable to be rejected.

The bids once submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted by the Bank. In case, due to unavoidable circumstances, the Bank does not award the contract within three months from the last date of the submission of the bids, and there is a possibility to award the same within a short duration, the Consultant would have the choice to maintain the EMD or Bank guarantee in lieu of EMD with the Bank or to withdraw the bid and obtain the security provided.

The Consultant may modify or withdraw its offer after submission, provided that, the Bank prior to the closing date and time receives a written notice of the modification or withdrawal prescribed for submission of offers. No offer can be modified or withdrawn by the Consultant subsequent to the closing date and time for submission of the offers.

It is mandatory to submit duly filled in details in the formats provided along with this document. The Bank reserves the right not to allow / permit changes in the technical requirements and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.

In case of discrepancy in soft copy and hard copy of the bids, the consultants agree that Bank can consider hard copy as final and it will be binding on the Consultant. The Bank in this case may also reject the offer outright.

Consultant at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions and other schedules as mentioned in the RFP circulated by the Bank. Consultant shall be fully responsible for deviations to the terms & conditions etc. as proposed in the RFP.

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

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

5.1.3 Price Bids

The Management Consultancy firm is expected to quote Price in Indian Rupees for the services inclusive of all applicable taxes which also includes Service Tax at the prevailing rate. It may be noted that the Bank will not pay any other amount and other expenses like travel and accommodation etc. except the agreed professional fee and applicable Service Taxes. The Bank will pay the Service Tax as per the rate applicable at the time of making payment. The TDS amount at prevailing rate and work contract tax etc. shall be deducted from the Consultancy firm payments. The Consultancy firm shall take into account all conditions and difficulties that may be encountered during the course of assignment, while quoting the rate.

5.2 Others

Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to select a Consultant shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.

By submitting a proposal, the Consultant agrees to promptly contract with the Bank for any work awarded to the Consultant. Failure on the part of the awarded Consultant to execute a valid contract with the Bank will relieve the Bank of any obligation to the Consultant, and a different Consultant may be selected based on the selection process.

The terms and conditions as specified in the RFP and addendums (if any which will be notified on the Bank's corporate website (www.bankofbaroda.com) thereafter are final and binding on the consultants. In the event the Consultant is not willing to accept the terms and conditions of the Bank, the Consultant may be disqualified. Any additional or different terms and conditions proposed by the Consultant would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing.

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

The consultant must possess necessary experience, expertise and ability to undertake and fulfil its obligations, involved in the performance of the provisions of this RFP. The Consultant represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Consultant at no additional cost to the Bank.

The Consultant also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Consultant of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Consultant to fulfil all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.

All terms and conditions, payments schedules, time frame for expected service levels as per this RFP will remain unchanged unless explicitly communicated by the Bank in writing to the Consultant. The Bank shall not be responsible for any judgments made by the Consultant with respect to any aspect of the Service. The Consultant shall at no point be entitled to excuse themselves from any claims by the

Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels etc. as mentioned in this RFP.

The Bank and the Consultant covenants and represents to the other Party the following:

- a) It is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.
- b) It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.

The execution, delivery and performance under an Agreement by such Party:

- a) Will not violate or contravene any provision of its documents of incorporation;
- b) Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
- c) Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;
- d) To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

The Consultant shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.

The Bank would not assume any expenses incurred by the Consultant in preparation of the response to this RFP and also would not return the proposal documents to the Consultants

The Bank will not bear any costs incurred by the Consultant for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.

5.3 Other RFP Requirements

This RFP may undergo change by either additions or deletions or modifications before the actual award of the contract by the Bank. The Bank also reserves the right to change any terms and conditions including eligibility criteria of the RFP and its subsequent addendums as it deems necessary at its sole discretion. The Bank will inform all consultants about changes, if any.

The Bank may revise any part of the RFP, by providing a written addendum at stage till the award of the contract. The Bank reserves the right to issue revisions to this RFP at any time before the award date. The addendums, if any, shall be published on Bank's website only.

The Bank reserves the right to extend the dates for submission of responses to this document.

Consultants shall have the opportunity to clarify doubts pertaining to the RFP in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to the RFP Coordinator mentioned in “**Key Information on the RFP Response Submission**”, and should be received by the nominated point of contact in writing through email before the scheduled date as indicated in the schedule of timeframe. Responses to inquiries and any other corrections and amendments will be published on Bank's website in the form of addendum to the RFP or through electronic mail; the preference for distribution would be with the Bank. The Consultant, who posed the question, will remain anonymous.

Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all consultants and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.

Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all consultants for clarification of their offer. The Bank has the right to disqualify the Consultant whose clarification is found not suitable to the proposed project.

No Commitment to Accept Lowest Financial Proposal by value for this RFP – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason

whatsoever. The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Consultant, and / or to listen to any representations unless there is change in the terms and conditions of purchase

Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct information of the equipment being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.

Fixed price– The Financial Proposal shall contain the commercial bid which shall be on a fixed fee basis, inclusive of all Taxes and levies.

Right to Alter Quantities – The Bank reserves the right to alter the requirements specified as part of its requirement. The Bank also reserves the right to delete one or more items from the list of items specified as part of the requirement. The Bank will inform all Consultants about changes, if any. The Consultant agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Consultant agrees that the prices quoted by the Consultant would be proportionately adjusted with such additions or deletions in quantities

If the Bank is not satisfied with the specifications as specified in the RFP and observes major deviations, the proposals of such consultants will not be short-listed for further evaluation. No further discussions shall be entertained with such consultants in respect of the proposal submission.

The Consultant shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any Patent, Trade Marks, Copyrights etc. or such other statutory infringements under all the prevailing laws in respect of deliverables/ output/ material supplied by them to the Bank from whatsoever source, provided the Bank notifies the Consultant in writing as soon as practicable when the Bank becomes aware of the claim. However,

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

The Consultant shall perform its obligations under this RFP as an independent contractor to the Bank, and shall not be permitted to engage any subcontractors to perform any of the Deliverables or Services. Neither this RFP nor the Consultant's

performance of obligations under this RFP shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Consultant or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.

The Consultant shall solely be responsible for all payments (including any statutory payments) to its employees and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Consultant alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Consultant will make all required payments and deposits of taxes in a timely manner.

5.4 Contract Commitment

The Bank intends that the contract commitment, which is contemplated herein with the successful consultants, shall be for a period as defined by the Bank as per the specifications contained in this RFP.

5.5 Payment Terms

The payment of the consultancy services would be undertaken in the following manner:

Phase 1: Payable on sign-off/ acceptance of all deliverables of Phase 1 by the Bank

Phase 2: Payable on a monthly basis by the Bank at the end of the month after acceptance of monthly deliverables by the Bank as per implementation plan post phase 1.

5.6 Sub-contracting

The Bank expects a single bidder having in-house capabilities to deliver the scope as per the Terms of Reference. **Sub-contracting** of services in whole or part with other firms **shall not be permitted**. In case the Consultant is found to not possess the requisite capabilities, they will be summarily disqualified from the process for this assignment.

6 General Terms and Conditions

6.1 Dispute Resolution

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

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

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

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the chairman of the proceedings. Arbitration will be carried out at the Bank's office that placed the order. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings.

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

6.2 Governing Laws

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

6.3 Notices and other Communication

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, facsimile/fax transmission (with hard copy to follow for email/fax), addressed to the other party at the addresses, email and fax number given in the contract.

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/email transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address).

Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

6.4 Force Majeure

The Consultant 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 Consultant and not involving the Consultant’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 Consultant shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the Consultant shall continue to perform Consultant’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 three months, the Bank and Consultant shall hold consultations in an endeavour to find a solution to the problem.

6.5 Assignment

The Consultant agrees that the Consultant shall not be entitled to assign any or all of its rights and or obligations under this RFP and subsequent Agreement to any entity including the Consultant's affiliate without the prior written consent of the Bank.

If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Consultant under this RFP.

6.6 Waiver

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

6.7 Confidentiality

The Parties acknowledge that in the course of performing the obligations under this RFP and subsequent Agreement, each party shall be exposed to or acquire information of the other party, which such party shall treat as confidential. Neither party shall disclose the Confidential Information to a third party.

“Confidential Information” means any and all information that is or has been received by the “Receiving Party” from the “Disclosing Party” and that:

- Relates to the Disclosing Party; and
- is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
- Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
- Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that may be shared by the Bank with the Consultant.

- “Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes whether machine or user readable.
- Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years. However, where Confidential Information relates to the Bank’s data or data of the Bank customers, including but not limited to the Bank customers” or the Bank employees” personal data or such other information as the Bank is required by banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.
- Nothing contained in this clause shall limit Consultant from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the Consultant shall at no point use the Bank’s confidential information or Intellectual property.

The Parties will, at all times, maintain confidentiality regarding the contents of this RFP and subsequent Agreement and proprietary information including any business, technical or financial information that is, at the time of disclosure, designated in writing as confidential, or would be understood by the Parties, exercising reasonable business judgment, to be confidential.

The Parties will keep in confidence and not disclose to any third party any and all Confidential Information available to the Parties, whether such information is given in writing or, is oral or visual, and whether such writing is marked to indicate the claims of ownership and/or secrecy or otherwise. Except as otherwise provided in this RFP, the Parties shall not use, nor reproduce for use in any way, any Confidential Information. The Parties agrees to protect the Confidential Information of the other with at least the same standard of care and procedures used to protect its own Confidential Information of similar importance but at all times using at least a reasonable degree of care.

If the Consultant hires another person to assist it in the performance of its obligations under this RFP, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under this RFP and subsequent Agreement to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the Confidential Information in the same manner as the Consultant is bound to maintain the confidentiality.

The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:

- Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub-contractors and contractors who need to know the same for the purposes of maintaining and supporting the equipment provided as a part of the contract. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub-contractors and contractors is in accordance with the terms and conditions and requirements of this RFP; or
- Unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.

In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:

- Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure
- Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorised access by any third party
- Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document.
- Upon discovery of any unauthorised disclosure or suspected unauthorised disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof
- The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party
 - a) Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in the Receiving Party's possession or under its custody and control
 - b) To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers

to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party

- c) So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control
- d) To the 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
- e) The rights in and to the data / information residing at the Bank's premises, including at the DRC even in the event of disputes shall at all times solely vest with the Bank

This shall not be applicable and shall impose no obligation on the receiving party with respect to any portion of Confidential Information which:

- a) was at the time received or which thereafter becomes, through no act or failure on the part of the receiving party, generally known or available to the public;
- b) is known to the receiving party at the time of receiving such information as evidenced by documentation then rightfully in the possession of the receiving party;
- c) is furnished by others to the receiving party without restriction of disclosure;
- d) is thereafter rightfully furnished to the receiving party by a third party without restriction by that third party on disclosure;
- e) has been disclosed pursuant to the requirements of law or by any court of competent jurisdiction, the rules and regulations of any recognised stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure
- f) was independently developed by the receiving party without the help of the Confidential Information.

On termination of the RFP and subsequent Agreement, each party must immediately return to the other party or delete or destroy all Confidential Information of the other party and all notes and memoranda (including copies of them) containing Confidential Information of the other party in its possession or control save for that training materials and Documentation that has been provided to the Bank which is

contemplated for continued realization of the benefit of the Services. Notwithstanding the foregoing, Consultant may retain a copy of such information (but which shall not include customer data and Confidential Information) as may be necessary for archival purpose. Where Confidential Information relates to the Bank's data or data of the Bank customers, including but not limited to the Bank customers' or the Bank employees' personal data or such other information as the Bank is required by banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.

The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure under the contract shall not confer on the Receiving Party any rights whatsoever beyond those contained in the contract.

Without prejudice to any other rights or remedies which a Party may have, the Parties acknowledge and agree that damages would not be an adequate remedy for any breach of the clause and the remedies of injunction, specific performance and other equitable relief are appropriate for any threatened or actual breach of any such provision and no proof of special damages shall be necessary for the enforcement of the rights under this Clause. Further, breach of this Clause shall be treated as "Material Breach" for the purpose of the contract.

The confidentiality obligations shall survive the expiry or termination of the agreement between the Consultant and the Bank.

6.8 Termination

The Bank shall have the option to terminate this RFP and/ or any subsequent agreement and/ or any particular order, in whole or in part by giving Consultant at least 90 days prior notice in writing. It is clarified that the Consultant shall not terminate this RFP & the subsequent Agreement for convenience.

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

- Such breach is not cured within ninety (90) Days after Bank gives written notice; or
- if such breach is not of the type that could be cured within ninety (90) Days, failure by Consultant to provide Bank, within ninety (90) Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or

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

- 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;
- 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 twenty one (21) days;
- 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
- The other Party becomes the subject of a court order for its winding up.

The Consultant understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same from the Consultant for the tenure of this RFP and subsequent Agreement. The Parties therefore agree and undertake that an exit at any point in time resulting due to expiry or termination of this RFP and subsequent Agreement for any reason whatsoever would be a slow process over a period of three (3) months, after the completion of the notice period of three (3) months. During this period, the Consultant shall continue to provide the Deliverables and the Services in accordance with this RFP and subsequent Agreement and shall maintain the agreed Service levels.

Immediately upon the date of expiration or termination of the RFP and subsequent Agreement, the Bank shall have no further obligation to pay any fees for any periods commencing on or after such date.

Without prejudice to the rights of the Parties, upon termination or expiry of this RFP and subsequent Agreement, the Bank shall pay to Consultant, within thirty (30) days of such termination or expiry, of the following:

- All the undisputed fees outstanding till the date of termination;

Upon the termination or expiry of this RFP and subsequent Agreement: The rights granted to the Consultant shall immediately be terminated.

- Upon the Bank's request in writing, the Consultant shall be under an obligation to transfer to the Bank or its designee(s) the Deliverables being used by the Consultant to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

6.9 Publicity

Any publicity by the Consultant in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

6.10 Solicitation of Employees

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

6.11 Inspection of Records

All Consultant records with respect to any matters covered by this RFP shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. The said records are subject to examination. The Bank's auditors would execute confidentiality agreement with the Consultant provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

6.12 Compliance with Laws

The Consultant shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all the prevailing 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 RFP and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees / officers / staff / personnel / representatives / agents from any failure or omission on its part to do so 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. Compliance with all applicable laws shall be limited to laws which are directly/ indirectly affecting Bank's business due to the services provided as part of this RFP. However statutory compliance for providing the service mentioned in the RFP needs to be carried out by the Consultant.

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

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

This indemnification is only a remedy for the Bank. The Consultant is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity shall exclude indirect, consequential and incidental damages.

6.13 Order Cancellation

The Bank will provide the selected Consultant a remedy period of 90 days to rectify a default or given situation. The Bank will provide in writing the nature of the default to the selected Consultant through a letter or mail correspondence. The 90 day time period will commence from the day the Bank has sent such correspondence to the selected Consultant.

The Bank reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

- Delay in implementation beyond the specified period that is agreed in the contract that will be signed with the successful Consultant.
- Discrepancy in the quality of service/ security expected during the implementation, rollout and subsequent maintenance process.
- Failure of the Consultant make good the situation within the remedy period
- The selected Consultant commits a breach of any of the terms and conditions of the RFP/ contract.
- The selected Consultant 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 tender.

In case of order cancellation, any payments made by the Bank to the Consultant would necessarily have to be returned to the Bank with interest @ 15% per annum from the date of each such payment. These payments to be returned would refer to those deliverables that will have to be reversed or redone post the termination of the Consultant.

6.14 Indemnity

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

- The Bank’s authorized / bona fide use of the Deliverables and /or the Services provided by the Consultant under this RFP; and/or
- an act or omission of the Consultant and/or its employees, in performance of the obligations under this RFP; and/or
- claims made by employees who are deployed by the Consultant, against the Bank; and/or
- claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Consultant to its employees
- 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 Consultant 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 Consultant contained in this RFP; and/or
- Negligence or gross misconduct attributable to the Consultant or its employees.

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

6.15 Corrupt and Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that Consultants / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

- “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank

and includes collusive practice among consultants (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

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

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

6.16 Violation of Terms

The Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Consultant from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

6.17 Authorized Signatory

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

6.18 Non-Disclosure Agreement

The selected Consultant shall execute Non-Disclosure Agreement (NDA). The selected Consultant shall execute the NDA within two months from the date of acceptance of letter of appointment.

6.19 Right to Reject Proposals

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

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

6.20 Limitation of Liability

The Consultant's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.

Consultant's liability in case of claims against the Bank resulting from Wilful Misconduct or Gross Negligence of Consultant, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

The 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 Consultant as part of procurement under the RFP.

It is expressly agreed between the Parties that for any event giving rise to a claim, the Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against the Consultant.

7 Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage,

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

Annexure 1 –Technical Proposal Covering Letter

Date:

Offer Reference No:

To

The General Manager
Strategic Planning & Performance Budgeting
Bank of Baroda
Baroda Corporate Centre
3rd Floor
C – 26, G – Block
Bandra Kurla Complex
Bandra (East)
Mumbai 400 051, India

Sub: RFP Reference No. BCC:SP&PB:107/372 dated November 23, 2015

Appointment of Management Consultancy firm for Strategy Development and Implementation Support

Having examined the above RFP including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to undertake the services in conformity with the said RFP in accordance with the Prices indicated in the Financial Proposal and made part of the response to this RFP.

If our Offer is accepted, we undertake to provide service as a Management Consultancy firm for Bank of Baroda to assist the Bank in developing the overall strategy for the Bank (in the short, medium and long term) and implementation support. The work in this programme will focus across Bank of Baroda and its subsidiaries, and should address potential new opportunities such as Digitization, Analytics, as well as conduct assessment of its core business opportunities and working towards a holistic operating model review. The objective of the exercise is to work with the Bank's internal team to significantly enhance the performance trajectory of the Bank along with its wholly owned subsidiaries and businesses.

The scope of this assignment comprises two phases as described below.

Phase 1: Strategy Development (3 months)

1. Develop the overall strategic positioning and Vision 2020 for the Bank based on the business drivers for long-term growth of the Bank given the expected changes in the macro-economic and industry environment such as digitization, etc.

2. Develop the strategy for all business lines of Bank of Baroda covering retail banking, corporate & institutional banking, MSME, Recovery / Collections, Cards and Capital markets business lines across the Bank and its wholly owned/ sponsored subsidiaries and businesses. Strategy to also include identification of target markets, products and customers.
3. Identify the revenue synergies between Bank of Baroda's subsidiaries
4. Develop a five year business plan for the Bank which includes financial projections on revenues, profits, investment requirements and potential shareholder return/ value creation
5. Define the new operating architecture, including how the business can leverage the digitization opportunity, and analytics, among other market opportunities to improve efficiencies, drive customer satisfaction and increase revenues
6. Validate the organization structure developed by the Bank and provide recommendations on the organization structure in line with the business strategy developed by the Consultant
7. Develop an implementation roadmap for execution of the business strategy defined for the Bank including timelines, inter-dependencies and role-based responsibilities.

Phase 2: Bank wide Implementation Support (9 months)

Phase 2 covers implementation of the strategy as defined and approved by the Bank in Phase 1 of this assignment, across the entire Bank.

Kindly note that the Bank reserves the right to appoint the consultant for one, or more, or all the phases at the sole discretion of the Bank.

Timeframe of the assignment:

The expected project duration for this assignment will be as below:

- Phase 1: 3 months.
- Phase 2: For a period upto 9months post completion of Phase 1.
- Kindly note that the Bank reserves the right to reduce or extend the stipulated timeframe of 9 months mentioned above for Phase 2, for an additional period of up to 12 months at the sole discretion of the Bank.

Team:

During the above phases as finalised by the Bank, a dedicated project team has to work on site at the Bank's premises. For both Phase 1 and Phase 2, a minimum team size of full time team on-site comprising at least 6 members will be available to deliver the scope as defined in the Terms of Reference (spanning Phase 1 & Phase

2).The on-site Team shall consist of a judicious mix of Senior, Middle and Junior Executives having the requisite experience.

The on-site team of consultants shall work under the overall guidance and control of Top Executive of the Consultant Firm. As and when need arises, subject matter experts need to be present on site to supplement the efforts of the on-site Team.

During the course of the project (or later), there might be related areas which the Bank would like the Consultant to take a look at more deeply than earlier envisaged. The Bank and the Consultant should mutually agree on the additional resources required. The Bank reserves the right to pause the work at any point of time and use the services of the Consultant for any or all of the phases of the assignment as per the timelines defined by the Bank from the date of commencement of services.

We agree to abide by this offer till 60 days from the date of Financial Proposal opening and our offer shall remain binding upon us and may be accepted by the Bank any time before expiry of that period.

Until a formal contract is prepared and executed, this offer together with the Bank's written acceptance thereof and the Bank's notification of award, shall constitute a binding contract between us.

We confirm that we have not made any changes in the offer documents, except for filling in appropriate columns.

We confirm that our Company / firm has not been black listed / barred any Regulator / Statutory Body and / or Public Sector Undertaking.

We confirm that our Company / firm do not have any pecuniary liability nor any judicial proceedings or any restraint restricting us in fulfilling the consultancy services.

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 any assigning any reasons, whatsoever.

Signature of the Authorized Signatory

Name:

Designation:

Name of the Consulting Firm:

Address:

Annexure 2 – Letter of Authorization for Submission of the Proposal

To,

The General Manager
Strategic Planning & Performance Budgeting
Bank of Baroda
Baroda Corporate Centre
3rd Floor
C – 26, G – Block
Bandra Kurla Complex
Bandra (East)
Mumbai 400 051, India

Dear Sir,

SUB: Authorization Letter for submission of the proposal in response to the RFP

REF: Your RFP Dated

This has reference to your above RFP for Appointment of Consultant for Strategy Design and Implementation with ... years Contract Period, Mr/ Ms is hereby authorised to submit the proposal documents, to submit on-line-sealed proposal, and to sign the contract on behalf of our organisation for all the systems/ goods required by the Bank as called for vide the Bank's request for proposal vide above referred RFP on behalf of our organization. We confirm that the person so authorised above has digital signatures and confirm that all the prices quoted in on-line-sealed bid or in reverse auction by him shall be binding on us. He/ She is also authorised to take decisions on behalf of the company till RFP process is completed.

Certified photocopy of Power of Attorney (POA) of the person authorising 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 above firm against this RFP.

The specimen signature is attested below:

Specimen signature of Representative

Signature of Authorizing Authority

Name of Authorizing Authority (Certified Xerox copy of POA of authorized Signatory/authority is to be submitted)

Note:

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

Annexure 3 – Eligibility criteria

Sl. No.	Details	Support Documents to be submitted
1	The Consultant should be a Government Organisation / Public Sector Unit/ Partnership Firm / Private Limited Company / Public Limited Company registered or Incorporated India. It should not be Individual / Proprietary Firm/ HUF etc.	Certified copy of the Certificate of Incorporation issued by the Registrar of Companies and Certificate of Commencement of business issued by the Registrar of Companies (For Public Limited Company).
2	Consulting Firm must have minimum 10 years of experience in advising Indian Public Sector Banks /New Generation Private Sector Banks and Financial Institutions on matters such as Strategy, Business Process Review or Organisational Transformation in India	Client references from organizations, including one Public Sector Bank / New Generation Private Sector Bank clearly indicating the scope of assignment and duration of the assignment
3	The Consulting firm should have successfully concluded a minimum of three programmes in Public / Large Private Sector Banks (having at least 20000 employees on the rolls) in India on Long Term basis (More than 9 Months) on the areas mention above in Point no 2, in the last 10 years. They should have done at least one program on Strategy, Business Process Review, Organisational Transformation, Technology Architecture Design and Implementation Support in India in the past 2 years.	Client references from organizations clearly indicating the scope of assignment and duration of assignment / Purchase Order details.
4	The Consulting firm should have in-house capability to take up assignment on their own but not through any associates. Joint and collative Bids will not be accepted	Undertaking Letter
5	Declaration / self-affidavit by the Respondents/ bidding firms as to their technical suitability	On the Company Letter head
6	The Bidder should be a profit making company/firm during at least 2 out of the immediate three consecutive financial years (2012-13, 2013-14, 2014-15)	Certified copies of Audited Financial Statements (and Annual Reports, if applicable) for the last three financial years. (Also furnish the information in Annexure-O)
7	The Bidder should have an average turnover of INR. 125.00 crore for the last three financial years and average Net worth of INR50 crore	Certified copies of Audited Financial Statements or certificate from Auditors providing the Turn Over details for the last three years. (Also furnish the information in Annexure-

Sl. No.	Details	Support Documents to be submitted
		O)
8	The Bidder should not have been black listed by any Govt. Financial Institutions/Banks/ Government/ Semi-Government departments/PSUs in India	A self-declaration by the Bidder on Company's letter head.
9	The Bidder's Firm should not be owned or controlled by any Director or Employee (or Relatives) of Bank of Baroda	A self-declaration by the Bidder on Company's letter head.

Annexure 4 – Approach, Methodology and Work Plan

The Management Consultancy firm should submit the Approach, Methodology and work plan in one integrated document. The submission should highlight Management Consultancy firm's analysis of the current issues before Bank of Baroda and likely solutions to address these. It should highlight the proposed approach and methodology for delivery of the assignment proposed given the understanding of the Bank. The work plan should also cover work-steps for institutionalization of change with clearly defined timelines, milestones and deliverables. Team structure and staffing pattern should be highlighted clearly in the light of Bank's stipulation for deploying an experienced team with the requisite skill sets to deliver the scope of the assignment.

The project scope and timelines are as defined in the RFP.

Annexure 5 – Team profile

Profile of Proposed Team Leader and other Senior Members	
Name	
Present Designation	
Qualifications	
Nationality	
Years in the firm and Total Work experience	
Language proficiency	
Areas of expertise relevant to the RFP	
Role in the proposed project	
Tasks assigned	

We hereby acknowledge that the information provided by us is true and to the best of our knowledge.

Signature of the Authorized Signatory

Name:

Designation:

Name of the Consulting Firm:

Address:

In each of the scope listed, if more than one professional is available then the indicative profile of each of such professional should be furnished.

Annexure 6 – Staffing Schedule for the duration of the project

Proposed Staffing for Phase 1:

Sl. No		Month 1	Month 2	Month 3
1.	Name of the key Team Leader with time allocation (in%age)			
2.	No. of staff deployed for full-time onsite			

Proposed Staffing for Phase 2:

Sl. No		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9
1.	Name of the key Team Leader with time allocation (in%age)									
2.	No. of staff deployed for full-time onsite									

Signature of the Authorized Signatory

Name:

Designation:

Name of the Consulting Firm:

Address:

Annexure 7 – Proposed list of Key personnel

SINo	Name	Age	Qualification	Experience relevant to RFP	Proposed Role in the Team
1					
2					
3					
4					
5					
6					

A list of key personnel to be deployed for the project to be furnished with details as per the table above.

The Bank shall reserve the right to seek the change of resource personnel in case on need.

Signature of the Authorized Signatory

Name:

Designation:

Name of the Consulting Firm:

Address:

Annexure 8 – Financial Proposal Format

Financial Proposal for Phase 1: Strategy Development

(Schedule of prices)

S.No.	Scope of Work	Total cost (INR) *
	Total cost for the project spanning 3calendar months, based on the scope defined in the Terms of Reference	

Financial Proposal for Phase 2: Implementation Support

This phase will be executed at the sole discretion of the Bank and for the duration deemed necessary by the Bank post completion of Phase 1 and will be communicated to the selected Consultant at the end of Phase 1.

(Schedule of prices)

S. No.	Scope of Work	All-inclusive Monthly cost per month (INR) *
1	Strategy implementation support	
	Total cost per month	

Note: The Bank will multiply the total monthly cost provided above(Phase 2) for 9 months to arrive at the total fee.

Total Fees Quote considered for the Financial Proposal Submission

The total fee quote provided by the Consultant

= Financial quote for Phase 1 + Financial quote for Phase 2 (Monthly Quote) X 9 Months

Optional items: The Bank may utilize the services of the selected consultant as and when required after expiry of the contract period at this rate. This rate is not considered for arriving at the successful bidder.

S. No.	Particulars (Optional items)	Cost (all inclusive)
1	Additional person day cost	
	(a) Team Lead	
	(b) Team member	

*Total cost quoted above shall be all inclusive i.e., statutory taxes and levies, Professional Services as well as all Out of Pocket Expenses (such as Travel, Lodging and Boarding, Conveyance, Printing, Administrative Expenses etc.). The Bank shall not entertain any other claims over and above the cost specified in the Financial Proposal.

Signature of the Authorized Signatory

Name:

Designation:

Name of the Consulting Firm:

Address:

Annexure 9 – Undertaking

To

The General Manager
Strategic Planning & Performance Budgeting
Bank of Baroda
Baroda Corporate Centre
3rd Floor
C – 26, G – Block
Bandra Kurla Complex
Bandra (East), Mumbai 400 051, India
Sir,

Sub: RFP for Appointment of Consultant for ‘Strategy Development and implementation Support’

- 1) Having examined the RFPs including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items mentioned in the “Request for Proposal” and the other schedules of requirements and services for Bank of Baroda in conformity with the said RFPs in accordance with the schedule of Prices indicated in the Financial Proposal and made part of this RFP.
- 2) If our Proposal is accepted, we undertake to comply with the delivery schedule as mentioned in the RFP.
- 3) We agree to abide by this Financial Proposal for 30 days from the date of the Financial Proposal opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
- 4) This Proposal, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- 5) We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
- 6) 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,

Signature of the Authorized Signatory

Name:

Designation:

Name of the Consulting Firm:

Address:

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

Annexure 10 – Conformity with Hardcopy Letter

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

To
The General Manager
Strategic Planning & Performance Budgeting
Bank of Baroda
Baroda Corporate Centre
3rd Floor
C – 26, G – Block
Bandra Kurla Complex
Bandra (East)
Mumbai 400 051, India

Sir,

Sub: RFP for Appointment of Consultant for ‘Strategy Development and Implementation support’

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

The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original RFPs issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal submitted by us, in all respects.

Yours faithfully,

Signature of the Authorized Signatory

Name:

Designation:

Name of the Consulting Firm:

Address:

Annexure 11 – Conformity Letter

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

To

The General Manager
Strategic Planning & Performance Budgeting
Bank of Baroda
Baroda Corporate Centre
3rd Floor
C – 26, G – Block
Bandra Kurla Complex
Bandra (East)
Mumbai 400 051, India

Sir,

Sub: RFP for Appointment of Consultant for Strategy Development and Implementation Support

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

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

Yours faithfully,

Signature of the Authorized Signatory

Name:

Designation:

Name of the Consulting Firm:

Address:

Annexure 12 - BID SECURITY FORM

(FORMAT OF BANK GUARANTEE (BG) IN LIEU OF EARNEST MONEY DEPOSIT)

To:
The General Manager
Strategic Planning & Performance Budgeting,
Bank of Baroda
Baroda Corporate Centre
3rd Floor
C-26, G-Block
Bandra Kurla Complex
Bandra (East), Mumbai 400 051, India

WHEREAS _____ (hereinafter called “the Bidder”) has submitted its bid dated _____ (*date of submission of bid*) for providing Consultancy for ‘Strategy Development & Implementation Support’ in response to Bank of Baroda’s Request for Proposal (RFP) No. _____ (hereinafter called “the Bid”).

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 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 45 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. 10,00,000/- (Ten Lacs only).

Place:

SEAL

Code No.

SIGNATURE.

NOTE:

- 1. BIDDER SHOULD ENSURE THAT THE SEAL & CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG
- 2. STAMP PAPER IS REQUIRED FOR THE BG ISSUED BY THE BANKS LOCATED IN INDIA.