



NOTICE INVITING REQUEST FOR PROPOSAL (RFP)
FOR NECESSARY REPAIR AND ANNUAL MAINTENANCE
CONTRACT (AMC) OF FIRE HYDRANT AND SPRINKLER
SYSTEM INSTALLED IN BANK OF BARODA, BARODA
COMPLEX, NIPANIYA, INDORE

(Regional Office, Indore Region, Plot No. 12, RC, 1st Floor, Scheme No. 134,
Nipaniya, Indore - 452010)

RFP Reference:

[A] Important Dates:

RFP Reference Number	RFP No: _____ dated: _____
Estimated Project Cost	₹ 6.00 Lakhs (including AMC for 3 Years)
Tender Fee	Rs. 1,000/- in the form of Bank Draft/Banker's cheque in favor of Bank of Baroda, payable at Indore.
Earnest Money Deposit	Rs. 12,000.00 (Rupees Twelve Thousand only) in the form of Bank Draft/Banker's cheque in favor of Bank of Baroda, payable at Indore
Availability of RFP document	RFP will be available on our Bank website www.bankofbaroda.in/tenders from 27-04-2023 to 18-05-2023. The RFP may be downloaded from the Tender Section by the Bidders. No hard copy of the RFP will be made available by the Bank.
Last date of submission of any query / reporting any error	Before 08/05/2023 ALL QUERIES TO BE SUBMITTED VIDE EMAIL ONLY ON : security.indore@bankofbaroda.co.in , pe.indore@bankofbaroda.co.in
Pre Bid Meeting	On 8 th May, 2023 at 11.00 AM
Last Date, Time and Place for receipts of bids	18/05/2023, 03.30 PM Bank of Baroda Regional Office ,Indore , 1st Floor Baroda Complex, Plot No. 12 RC , Scheme No.134, Nipaniya , Indore-452010
Date and Time of Technical bid Opening	19/05/2023 , 11.00 AM
Date and Time of Financial bid Opening	The financial bids of only those Bidders who qualify in both eligibility and technical evaluation will be opened. The date for opening of the Financial bid would be communicated separately to the technically eligible Bidders.
Address for Communication	Regional Office Address Premises Department, 1st Floor, Plot No. 12, RC, Scheme No. 134, Nipaniya, Indore - 452010)
Contact person	Senior Manager (Security) / Manager (Fire Safety) Phone: 09806200528, 08818884360 (a) SECURITY.INDORE@bankofbaroda.com (b) RM.INDORE@bankofbaroda.com

[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

- I. AMC (Annual Maintenance Contract – Non Comprehensive).
- II. Bank, BOB means 'Bank of Baroda'
- III. Recipient, Respondent, Bidder, service provider, means the respondent to the RFP document
- IV. RFP means the Request For Proposal document
- V. Proposal, Bid means "Response to the RFP Document"
- VI. Support means Support & Services to be provided as part of the Scope of Work

VII. POC means “proof of concept”

Please note:

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. “Bidder” (including the term ‘tenderer’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. “Bidder from a country which shares a land border with India” for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation—
 - a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
 - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification

of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Confidentiality:

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

NOTICE INVITING REQUEST FOR PROPOSAL (RFP)
FOR NECESSARY REPAIR AND ANNUAL MAINTENANCE CONTRACT (AMC)
OF FIRE HYDRANT AND SPRINKLER SYSTEM INSTALLED IN BANK OF
BARODA, BARODA COMPLEX, NIPANIYA, INDORE

1. INTRODUCTION

- 1.1. Bank of Baroda is one of the largest Public Sector Bank (PSU) in India with a branch network of over 8000+ branches in India and 100+ branches/offices overseas including branches of our subsidiaries, distributed in 25 countries.
- 1.2. Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051 (hereinafter referred to as the "Bank") which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this RFP document, hereinafter called RFP, to eligible Bidders, hereafter called as 'Bidders', to participate in the competitive bidding for Necessary Repair and Non – Comprehensive Annual Maintenance Contract (NC-AMC) of Fire Hydrant and Sprinkler System Installed in Bank of Baroda, Baroda Complex, Nipaniya, Indore.

2. SCOPE OF WORK

- 2.1. The Assistant General Manager, Bank of Baroda, Indore Region, Bhopal Zone invites request for proposal (RFP) for Necessary Repair and Non – Comprehensive Annual Maintenance Contract (NC-AMC) of Fire Hydrant and Sprinkler System Installed in Bank of Baroda, Baroda Complex, Nipaniya, Indore. Concerned Service Provider will have to enter into an agreement (as per the format decided by the bank), New Service Provider to start the work from the date of issuance of the work order.
- 2.2. **Part – A - Necessary Repair:** Successful Bidder shall carry out all the necessary repair and maintenance of Fire Hydrant and Sprinkler System installed in the Building and obtain Fire NOC (No Objection Certificate) from the District Fire Brigade, Indore.
- 2.3. **Part – B – Non Comprehensive Annual Maintenance Contract (NC-AMC):**
The agency shall carry out Periodical Maintenance after completion of all required rectifications under CAMC. The contractor shall depute a team of qualified technicians to carry out the following mandatory job as per given frequency to ensure 100% functionality.

Sr. No.	Job	Frequency
1.	Fire Pump Servicing & Test Run	Monthly
2.	Landing Valve Servicing	Monthly
3.	Isolation Valve Servicing	Monthly
4.	Fire Brigade Connection Servicing	Monthly
5.	Hose Reel Servicing	Monthly

6.	Branch Pipe Servicing	Monthly
7.	Landing Valve Coupling Polish (Brasso)	Monthly
8.	Fire Pump's Panel Checking	Quarterly
9.	Pressure / Flow Switch Checking	Quarterly
10.	Sprinkler Head Cleaning	Quarterly
11.	Fire Water Line Cleaning	Quarterly
12.	Sand Bucket Cleaning	Quarterly
13.	Fire Pump Overhauling	Six-monthly
14.	Delivery Hose Hydraulic Test (on-site)	Yearly
15.	Painting of piping & hose box	Yearly

* Ensure all Fire Pumps functional on Auto Mode.

2.4. List of equipment installed in the building:

Sr. No.	System / Equipment / Component	Quantity
1.	Hydrant Jockey Pump (Make)	1 (Kirloskar)
2.	Hydrant Main Pump (Make)	1 (Kirloskar)
3.	Booster Pump	1 (Kirloskar)
4.	Fire Hydrant	15
5.	Fire Brigade Inlet (4-way)	1
6.	Hose Reel	18
7.	Delivery Hose	36
8.	Branch Pipe	18
9.	Sprinkler Head	147
10.	Fire Water Tank – Under Ground	2
11.	Fire Water Tank – Terrace	1
12.	Sand Bucket	6
13.	Butterfly Valve	13
14.	Gate Valve	3
15.	Flow Switches	3
16.	Fire Pump Panel	1

- 2.5. Overhauling of pump is to be done at no extra cost as per given periodicity.
- 2.6. The Annual Maintenance Contract will also include conducting training program for Bank's personnel regarding the operation of the system during the routine monthly visit at no extra cost.
- 2.7. The AMC includes submission of relevant reports / certificates and carrying out steps for issue of Fire NOC (No Observation Certificate) from District Fire Brigade, Indore to be issued on yearly basis for Bank of Baroda, Baroda Complex, Indore premises at no additional cost to the bank.
- 2.8. Whenever any part of the system is found defective / inoperative, it shall immediately, be brought to the notice of the Bank for repair / replacement, as the case may be and repair / replacement only after confirmation from the Bank.
- 2.9. Any breakdown shall be attended immediately (in any case, within 24 hrs.), no extra charges would be paid for complaint visits.

- 2.10. A service logbook shall be maintained by the Annual Maintenance Contract vendor wherein all the data related to the visits and services provided could be found.
- 2.11. **The vendor can inspect the site and system installed at our office if desired so, during office time up to 17/05/2023 with prior permission from the Security/ Premises Department before filing the tender.**
- 2.12. The vendor, tendering against the enquiry, shall be deemed to have read and understood all the terms and conditions and familiarized themselves with the site and nature of work and quoted accordingly
- 2.13. It is highlighted and to be noted by prospective Applicants that they will be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all equipment, accessories, etc., covered by the offer. The supplier must warrant all equipment, accessories, spare parts etc., against any manufacturing defects during the warranty period. During the warranty period the supplier shall maintain the equipment and repair /replace all the defective components at the installed site at no additional charge of whatsoever nature to the Bank.
- 2.14. The rates quoted for carrying out Annual Maintenance Contract must be inclusive of all the charges i.e. Transportation, Technicians' Fee, TA / DA and any other expenses whatsoever but excluding GST.
- 2.15. The rates quoted shall be binding for three years from the date of awarding of the contract and no increase whatsoever will be considered.
- 2.16. **Awarding Rate Contract-** L-1 bidder will be decided on package cost as given in Financial Bid (Annexure VIII).

2.17. Inspection of Facilities:

The applicant should not have any objection to bank inspecting their manufacturing / R&D /other infrastructure or any office to verify documentary/other claims as per application process. Bank may also hold inquiries from past/existing clients of the applicant.

2.10. TERMS & CONDITIONS

a. Purchase through GEMS Portal (Government E-Market)

Bank reserves the right to purchase the system through GeM portal of Govt. of India and provide the same to you for installation and commissioning in the required branch. However, cost of any material / component provided by you for installation and commissioning of the system would be paid to you as per approved rates, including installation charges.

3. CONTRACT PERIOD FOR NON – COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT

The NC-AMC shall be for a period of one year from completion of Clause 2(2.2) Part – A of Scope of Work of the tender, and extendable upto two years based on the performance and it will be at the sole discretion of the Bank, unless terminated by the Bank at its own convenience by giving a prior notice of 30 days in writing to the successful bidder without assigning any reason(s) and without any cost(s) or compensation therefore.

4. SUBMISSION OF BID

- 4.1. The offer will be in two parts; Technical & Commercial separately. Both the parts should be submitted in separate sealed covers duly super-scribed **"Technical Offer for Necessary Repair and Non – Comprehensive Annual Maintenance Contract (NC-AMC) of Fire Hydrant and Sprinkler System Installed in Bank of Baroda, Baroda Complex, Nipaniya, Indore"** and **"Commercial Offer for Necessary Repair and Non – Comprehensive Annual Maintenance Contract (NC-AMC) of Fire Hydrant and Sprinkler System Installed in Bank of Baroda, Baroda Complex, Nipaniya, Indore"** respectively. The Financial Bid of the Service Provider for New Supply and Refilling of Fire Extinguishers, for which the vendor is applying to be put in a separate envelope. Both sealed envelopes should be placed in another sealed envelope super-scribed **"Necessary Repair and Non – Comprehensive Annual Maintenance Contract (NC-AMC) of Fire Hydrant and Sprinkler System Installed in Bank of Baroda, Baroda Complex, Nipaniya, Indore"** with our Security Department at above given address by **18/05/2023 on or before 03.30 PM** along with tender fee payment of **Rs 1,000/- (Non – refundable)** towards the cost of Tender Document and Earnest Money of **Rs 12,000.00 \ (Rupees Twelve Thousand only)** by way of DD/Pay order in favor of Bank of Baroda payable at Indore in a sealed envelope.
- 4.2. System Integrator must sign each page of document submitted failing which the application is liable to be rejected. The proposal received after the time of submission, or without proposal fee and earnest money or conditional applications would be rejected. Further, the Bank reserves the right to accept or reject any or all applications without assigning any reason. Bank reserves right to cancel or withdraw the RFP without assigning any reason. The process of engagement and basic criteria which the Applicants should fulfill for engagement is given in subsequent paragraphs.
- 4.3. The tender document should be submitted in three separate envelopes (First containing Offer Letter with EMD & application fee, Second containing Technical Bid and Third containing Financial Bid) properly sealed and clearly marked / super scribed as the case may be. Please note

to submit Financial Bid in separate sealed envelope. If Financial Bid is not submitted in separate envelop the Tender will be rejected.

ENVELOPE NO. 1 - Technical Offer- The envelope containing Offer Letter shall be super scribed **“Necessary Repair and Non – Comprehensive Annual Maintenance Contract (NC-AMC) of Fire Hydrant and Sprinkler System Installed in Bank of Baroda, Baroda Complex, Nipaniya, Indore”** and shall contain the following :-

- a. Covering letter on the prescribed format (**Annexure-III**).
- b. Earnest Money Deposit of **Rs 12,000.00/-** in and cost of RFP Document of Rs 1,000/- in the form of a demand draft / pay order issued by a scheduled commercial bank favouring Bank of Baroda, payable at Bhopal. Separate DD/pay order to be submitted for EMD and cost of Tender.
- c. Supplier's profile as per (**Annexure II & IV**)
- d. Certificate from **OEM (Original Equipment Manufacturer) (Annexure-VI)** that they would supply spare parts for the quoted model for minimum next 05 years. Letter from OEM will be in original (Hard copy), no xerox/ mail print is acceptable. **In absence of this your Tender will be rejected.**
- e. Latest BIS certifications [For all equipment and parts of Fire Hydrant and Sprinkler System installed in the building]
- f. Documentation (Product Brochures, leaflets, manuals etc. of quoted model should be highlighted)
- g. Details of reference sites as per **Annexure II & IV including relevant completed work certificates.**
- h. Technical Specifications confirmation with all columns (**Annexure - II**) (as applicable)
- i. **All the supporting documents in relation to the minimum eligibility criteria, as enumerated under the heading eligibility criteria of this tender document.**

No bid later than 18/05/2023, by 03.30 PM shall be accepted. (Last date / time of submission of Bids)

ENVELOPE NO. 2 - Price Bid- The envelope containing Financial Bid shall be super scribed **“FINANCIAL BID for Necessary Repair and Non – Comprehensive Annual Maintenance Contract (NC-AMC) of Fire Hydrant and Sprinkler System Installed in Bank of Baroda, Baroda Complex, Nipaniya, Indore”** and shall contain the rates to be submitted only in the format given in the Tender Document (**Annexure – VIII**). Any other format shall not be acceptable.

The sealed tender cover containing all the three envelope as above should reach above address latest **by 18/05/2023 .on 03.30 PM** The Technical Bids would be opened on **19/05/2023 at 11.00 AM** Bidders may remain present during the opening process. Financial Bids shall be opened on a later date, of only those, whose Technical Bid is accepted. A separate intimation for opening of Financial Bids would be sent to the technically successful bidders.

Price Bid will not be included in Technical Bid and any Bid without the Price Bid shall be rejected.

Both Technical and Commercial Bids be kept in the third envelope super scribed “Necessary Repair and Non – Comprehensive Annual Maintenance Contract (NC-AMC) of Fire Hydrant and Sprinkler System Installed in Bank of Baroda, Baroda Complex, Nipaniya, Indore”

The Commercial Offer (CO) should contain relevant price information and the rates should be quoted in Indian Rupees only.

The offer from the supplier should be for approved make and model only. The Bank reserves the right to reject any offer with multiple options.

4.4. Validity Period of the Offer

The offer should be valid for period of 180 days from the last date for submission of the offer.

5. Application Money

A non-refundable Application Money of as mentioned in “[A] Important Dates – Application Money” must be deposited in the form of Bank Draft/Banker’s cheque in favor of Bank of Baroda, payable at Indore. The Bank may, at its discretion, reject any Bidder where application money has not been furnished with RFP response.

6. Bid Security (Earnest Money Deposit)

6.1. Bidders are required to give an earnest money deposit of an amount as mentioned in “[A] Important Dates” at the time of submission of the technical bid. EMD of Rs. 12,000.00 shall be given with the offer. The EMD should be submitted in the form of Banker’s Cheque or Demand Draft drawn on Bank of Baroda, Regional Office, Indore and payable at Indore. Offers not accompanied with EMD will not be accepted. This shall carry no interest and shall be retained by the bank. EMDs of unsuccessful bidders will be returned after finalization of Tender process and award of work. EMD submitted by successful bidder shall be converted / adjusted as Security Deposit. In case of withdrawal by successful bidders after their selection, or successful bidder does not sign the agreement as prescribed in this RFP, or successful bidder fail to start work on stipulated time, will be liable for forfeiture of EMD.

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

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

- a. In case the bidder withdraws the bid prior to validity period of the bid for any reason whatsoever.

- b. In case of the successful bidder, if the bidder fails or refuses to accept and sign the contract as specified in this document within 1 month of issue of contract order/letter of intent for any reason whatsoever; or
- ▶ Fails to provide the performance guarantee within 30 days from the work order date, for any reason whatsoever.
 - ▶ To comply with any other condition precedent to signing the contract specified in the RFP documents.

6.3. Exemption for application money and EMD amount:

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

6.4. Preference to make in India initiative

"Bank of Baroda will abide by Govt. of India Public procurement (preference to Make in India) order P-45021/2/2017-B.E.-II Dated 15th June 2017 as applicable to encourage 'Make in India' and to promote manufacturing and production of goods and services in India. In case the bidder wishes to avail preference to Make in India order 2017 in public procurement as applicable, bidder may provide self-certification of 'Local content' where 'Local content' means the amount of value added in India as a percentage of total value in percentage"

7. PERFORMANCE GUARANTEE

- 7.1. The successful Bidder shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Annexure X to the extent of 10% of the Contract value for the entire period of the contract plus 6 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a nationalized Bank or schedule Commercial bank only, other than Bank of Baroda.
- 7.2. In the event of non-performance of obligation or failure to meet terms of this Tender or subsequent agreement the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder.
- 7.3. The Bank reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.
- 7.4. If the Performance guarantee is not submitted within the stipulated time, the Bank

reserves the right to cancel the order / contract and the earnest money deposit taken from the Bidder, will be forfeited.

8. SUB - CONTRACTING:

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

9. SERVICE LEVEL AGREEMENT:

- 9.1 The service provider shall be required to enter into a Service Level Agreement with bank, based on terms and conditions mentioned in the tender document within 15 days of issuance of order.
- 9.2 The successful bidder shall execute a) Service Level Agreement (SLA), which contained all the services and terms and conditions of the services to be extended as detailed herein. The successful bidder shall execute the SLA & provide the same along with acceptance of Work Order.
- 9.3 All the expenses related to execution of the document such as the applicable stamp duty and registration charges if any shall be borne by the successful bidder.

10. Compliance with Laws:

- 10.1 Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project. Also the bidder shall comply with the provisions of code of wages, and other labor welfare legislations. in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. The Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.
- 10.2 The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above.

11. Termination:

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

- 11.2 At any time during the course of the RFP process or before the award of contract or after execution of the contract that one or more terms and conditions laid down in this Request For Proposal has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information. Bank may terminate his contract and may invoke performance bank guarantee or forfeit the security deposit as the case may be. Further bank may impose such restriction/s on the defaulting bidder as it deemed fit.
- 11.3 After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same, In such an event, the bidder is bound to make good the additional expenditure which the Bank may have to incur for the execution of the balance of the contract

12. Grievance Redressal and Dispute Resolution:

Grievance Redressal

12.1 Any bidder who claims to have a grievance against a decision or action with regards to the provisions of this RFP may file a request to the Regional Manager at RM.MPZ@bankofbaroda.com. It may please be noted that the grievance can be filed by only that bidder who has participated in Procurement proceedings in accordance with the provisions of this RFP. All letters must be addressed to the following:

Zonal Manager,

Bank of Baroda,

Indore Region, Bhopal Zone

Dispute Resolution:

- 12.2 The Bank and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers of the Bank and the Bidder, any disagreement or dispute arising between them under or in connection with this RFP.
- 12.3 If the Bank project manager and Bidder project manager/ director are unable to resolve the dispute within thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and Bank respectively.
- 12.4 If within thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Bank, the Bank and the Bidder are unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.
- 12.5 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.

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

12.7 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.

13. **Governing Laws:**

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

14. **Prevention of Corrupt and Fraudulent Practices:**

As per Central Vigilance Commission (CVC) directives, it is required that every participating bidders required to signed an integrity pact as per the annexure XI of this RFP.

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

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution AND

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

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

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to award 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.

15. **Authorized Signatory:**

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

identification for above purposes as required by the Bank.

16. The bid submission by related parties:

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

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

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

17. Right to Reject Bids:

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

- a. It is not in conformity with the instructions mentioned in the RFP document.
- b. It is not accompanied by the requisite Application Money and Earnest Money Deposit (EMD).
- c. It is not properly or duly signed.
- d. It is received through Telex / telegram / fax
- e. It is received after expiry of the due date and time.
- f. It is incomplete including non- furnishing the required documents.
- g. It is evasive or contains incorrect information.
- h. There is canvassing of any kind.
- i. Submitted by related parties
- j. It is submitted anywhere other than the place mentioned in the RFP.

Further Bank reserves the rights to:

- a. Reject any or all responses received in response to the RFP
- b. Extend the time for submission of all proposals
- c. Cancel the RFP at any stage, without assigning any reason whatsoever.
- d. Visit the place of work of the bidder
- e. Conduct an audit of the services provided by the bidder.
- f. Ascertain information from the Banks and other institutions to which the bidders have rendered their services for execution of similar projects.
- g. Revise any part of the tender document, by providing a written addendum at any stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on Bank's website only.

18. General Terms and conditions

- 18.1 The RFP document is not recommendation; offer to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document.
- 18.2 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.
- 18.3 For Respondent Only: The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent") and no other person or organization.
- 18.4 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.
- 18.5 No Legal Relationship: No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.
- 18.6 Recipient Obligation to Inform Itself: The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
- 18.7 Evaluation of Offers: Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of Bidder, not limited to those selection criteria set out in this RFP document.
- 18.8 The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement. The bidders unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.
- 18.9 Acceptance of Terms: the bidders will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document

- 18.10 Only one submission of response to RFP by each Respondent will be permitted.
- 18.11 The Bank expects the Bidder to adhere to the terms of this tender document and would not accept any deviations to the same.
- 18.12 The Bank expects that the Bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.
- 18.13 Unless agreed to specifically by the Bank in writing for any changes to the issued tender document, the Bidder responses would not be incorporated automatically in the tender document.
- 18.14 The Bank will notify the Respondents in writing as soon as practicable after the RFP Evaluation Complete date, about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.
- 18.15 All responses received after the due date/time as mentioned in "[A] Important Dates. Last Date of Submission of RFP Response (Closing Date)" would be considered late and would be liable to be rejected. E procurement portal will not allow to lodgment of RFP response after the deadline. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.
- 18.16 The Bank has established RFP coordinators to provide a venue for managing bidder relationship and other requirements through the Bank's decision making body for contract clarification. All the queries and communication must be addressed to the RFP coordinators / contact persons from the Bank mentioned in "[A] Important Dates - RFP Coordinator"
- 18.17 Recipients are required to direct all communications for any clarification related to this RFP to RFP Coordinator.
- 18.18 All questions relating to the RFP, technical or otherwise, must be in writing and addressed to the addresses given in point "[A] Important Dates" above. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications. The Bank will try to reply, without any obligation in respect thereof, every reasonable question raised by the Respondents in the manner specified.
- 18.19 However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.
- 18.20 Respondents should invariably provide details of their email address (as) as responses to queries will only be provided to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.

- 18.21 The Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.
- 18.22 Bidder should submit their Eligibility Cum Technical and Financial bids through online portal. The bidder must register for submission of their bid as specified in this document. .
- 18.23 All submissions, including any accompanying documents, will become the property of the Bank. The bidder shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents
- 18.24 All responses should be in English language. All responses by the bidder to this tender document shall be binding on such bidder for a period of 180 days after opening of the bids.
- 18.25 The bidder may modify or withdraw its offer after submission but prior to the closing date and time as prescribed by Bank. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.
- 18.26 The bidders required to quote for all the components/services mentioned in the “Project scope” and all other requirements of this RFP. In case the bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- 18.27 Based on the Bank’s requirements as listed in this document, the bidder should identify the best-suited product / solution that would meet the Bank’s requirements and quote for the same. In case the bidder quotes more than one model and they have not specified which particular model quoted by them needs to be considered, then the response would be considered as improper and the whole tender submitted by the Bidder is liable to be rejected. The Bidder is expected to provide the best option and quote for the same.
- 18.28 In the event the bidder has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Bidder’s and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to the Bank.
- 18.29 The Bank is not responsible for any assumptions or judgments made by the bidder for proposing the deliverables. The Bank’s interpretation will be final.
- 18.30 The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Bidder and responded by the Bidders have been

- quoted for by the Bidder, and there will be no extra cost associated with the same in case the Bidder has not quoted for the same.
- 18.31 All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the Bidder to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
- 18.32 Responses to this RFP should not be construed as an obligation on the part of the Bank to award a contract / purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- 18.33 By submitting a proposal, the bidder agrees to contract with the Bank within the time period proscribed by the bank. Failure on the part of the successful bidder to execute an agreement with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.
- 18.34 The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the bidders. In the event the bidders not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing
- 18.35 The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP.
- 18.36 The bidder covenants and represents to the Bank the following:
- 18.37 It is duly incorporated, validly existing and in good standing under as per the laws of the state in which the entity is incorporated.
- 18.38 It has the corporate power and authority to enter into Agreements and perform its obligations there under.

- 18.39 The execution, delivery and performance under an Agreement by bidder:
- 18.40 Will not violate or contravene any provision of its documents of incorporation;
- 18.41 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;
- 18.42 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;
- 18.43 The bidder shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.
- 18.44 The Bank would not assume any expenses incurred by the bidder in preparation of the response to this RFP and also would not return the bid documents to the Bidders
- 18.45 The Bank will not bear any costs incurred by the bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.
- 18.46 The Bank reserves the right to extend the dates for submission of responses to this document.
- 18.47 Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all bidders and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.
- 18.48 Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all bidders for clarification of their offer. The Bank has the right to disqualify the bidder whose clarification is found not suitable to the proposed project.
- 18.49 No Commitment to Accept Lowest bid or Any Tender – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of procurements. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase
- 18.50 **Erasures or Alterations** – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or

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

- 18.51 Price Discussion – It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted.
- 18.52 If the Bank is not satisfied with the specifications as specified in the tender document and observes major deviations, the bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject bid.
- 18.53 The Bidder shall perform its obligations under this Tender as an independent contractor, and shall not engage subcontractors to perform any of the Deliverables or Services without the prior permission from Bank. Neither this Tender nor the Bidder's performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Bidder or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.
- 18.54 The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub-contractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.
- 18.55 RFP responses received after the deadline for lodgment of RFPs will be summarily rejected. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever.

19. Information Confidentiality:

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

20. 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.

SERVICE LEVEL AND NON DISCLOSURE AGREEMENT FORMAT

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

AND

_____, a company incorporated under the Companies Act 1956/ 2013, India, having its registered office at _____, hereinafter referred to as “the Service Provider” (which expression shall, unless repugnant to the context and meaning thereof include its subsidiaries, affiliates, successors and permitted assigns) of the other Part,

(Bank and the Service Provider hereinafter are individually referred to as “Party” and collectively as “Parties”)

WHEREAS

Bank of Baroda is one of the largest public sector banks (PSU) in India with a branch network of over 8000+ branches in India and 100+ branches/ offices overseas including branches of our subsidiaries, distributed in 25 countries. Bank desires to select a Service Provider for Supply, Installation & Maintenance of Network Hardware at Bank Branches / Offices and had invited offers.

In response to RFP no ----- dated ----- issued by Bank, the Service Provider also submitted its offer and has represented that it is engaged in the business for Necessary Repair and Non – Comprehensive Annual Maintenance Contract (NC-AMC) of Fire Hydrant and Sprinkler System Installed in Bank of Baroda, Baroda Complex, Nipaniya, Indore. It further represented to Bank that it has the requisite skill, knowledge, experiences, experts, staff and capability to provide required service to Bank. Relying on representations of Service Provider and other applicable criteria, Service Provider was declared as a successful bidder in the RFP evaluation process. Accordingly Bank has issued a -----
--.

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

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS

1. DEFINITIONS

- I. Bank, BOB means 'Bank of Baroda'
- II. RO means Regional Office, Indore"
- III. Recipient, Respondent, Bidder, service provider, means the respondent to the RFP document
- IV. RFP means the Request For Proposal document
- V. Proposal, Bid means "Response to the RFP Document"
- VI. Support means Support & Services to be provided as part of the Scope of Work
- VII. SI means System Integrator.
- VIII. POC means "proof of concept"
- IX. SLA means Service Level Agreement
- X. SPOC means Single Point of Contact

2. TERM

This Agreement shall come into force on _____ and shall be in force and effect for a period -----, unless Bank terminates the Agreement by giving a prior written notice of 30 days as per the terms of this Agreement.

3. SCOPE OF SERVICE

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

4. STANDARDS

All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards.

5. DOCUMENTATION

The Service Provider shall supply all necessary documentation for the training, use and operation of the system. This will include at least one set of original copies per installation of the user manuals, reference manuals, operations manuals, and system management manuals in English/Hindi.

6. SINGLE POINT OF CONTACT & DIRECT SUPPORT

(Please incorporate following details – Name, designation, address, email address, telephone /mobile No..

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

7. SET-OFF

- a. Without prejudice to other rights and remedies available to BANK, BANK shall be entitled to set-off or adjust any amounts due to BANK under this project from the

Service Provider against payments due and payable by Bank to the Service Provider for the services rendered.

- b. The provisions of this Clause shall survive even after termination of the Agreement.

8. PAYMENT TERMS

The terms of payment are as under:-

- (i) No advance payment against work order.
- (ii) Payment of bills will be made by the Security Department, Regional Office, Indore / P & E Department, Regional Office, Indore after receiving the consolidated half yearly bills with all reports, documents from Service Provider and procurement of Fire No Objection Certificate from authorities, within 30 working days of submission of such bill.

9. GUARANTEES

All components, material and equipment used or delivered to the Bank should be brand new and as per the latest BIS. The supplier should also guarantee that maintenance to be carried out as per the latest BIS and as per the Bank's instructions.

10. AVAILABILITY OF SPARES

Spares for the product offered should be available for at least 03 years.

11. WARRANTY

The offer must include comprehensive on-site warranty of -1- year for all type of fire extinguishers except modular automatic fire extinguishers which shall carry a warranty of -3- years from the date of installation and commissioning of the equipment.

Service Provider shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all equipment, accessories, etc., covered by the offer. The supplier must warrant all equipment, accessories, spare parts etc., against any manufacturing defects during the warranty period. During the refilling contract period the Service Provider shall depute their representative for refilling of extinguisher.

12. MAINTENANCE STANDARD EXPECTED DURING WARRANTY

The supplier should ensure that in case the equipment cannot be repaired within the stipulated period, the supplier should provide a replacement till the system/equipment is returned duly repaired.

13. GUIDELINES FOR MAINTENANCE OF FIRE PROTECTION SYSTEM

The agency shall carry out Periodical Maintenance after completion of all required rectifications under AMC. The contractor shall depute a team of qualified technicians to carry out the following mandatory job as per given frequency to ensure 100% functionality:

Sr. No.	Job	Frequency
1.	Fire Pump Servicing & Test Run	Monthly
2.	Landing Valve Servicing	Monthly
3.	Isolation Valve Servicing	Monthly
4.	Fire Brigade Connection Servicing	Monthly
5.	Hose Reel Servicing	Monthly
6.	Branch Pipe Servicing	Monthly
7.	Landing Valve Coupling Polish (Brasso)	Monthly
8.	Fire Pump's Panel Checking	Quarterly
9.	Pressure / Flow Switch Checking	Quarterly
10.	Sprinkler Head Cleaning	Quarterly
11.	Fire Water Line Cleaning	Quarterly
12.	Sand Bucket Cleaning	Quarterly
13.	Fire Pump Overhauling	Six-monthly
14.	Delivery Hose Hydraulic Test (on-site)	Yearly
15.	Painting of piping & hose box	Yearly

* Ensure all Fire Pumps functional on Auto Mode.

a. List of equipment installed in the building:

Sr. No.	System / Equipment / Component	Quantity
1.	Hydrant Jockey Pump (Make)	1 (Kirloskar)
2.	Hydrant Main Pump (Make)	1 (Kirloskar)
3.	Booster Pump	1 (Kirloskar)
4.	Fire Hydrant	15
5.	Fire Brigade Inlet (4-way)	1
6.	Hose Reel	18
7.	Delivery Hose	36
8.	Branch Pipe	18
9.	Sprinkler Head	147
10.	Fire Water Tank – Under Ground	2
11.	Fire Water Tank – Terrace	1
12.	Sand Bucket	6
13.	Butterfly Valve	13
14.	Gate Valve	3
15.	Flow Switches	3
16.	Fire Pump Panel	1

- b. Overhauling of pump is to be done at no extra cost as per given periodicity.
- c. The Annual Maintenance Contract will also include conducting training program for Bank's personnel regarding the operation of the system during the routine monthly visit at no extra cost.
- d. The AMC includes submission of relevant reports / certificates and carrying out steps for issue of Fire NOC (No Observation Certificate) from District Fire Brigade, Indore to be issued on yearly basis for Bank of Baroda, Baroda Complex, Indore premises at no additional cost to the bank.

- e. Whenever any part of the system is found defective / inoperative, it shall immediately, be brought to the notice of the Bank for repair / replacement, as the case may be and repair / replacement only after confirmation from the Bank.
- f. Any breakdown shall be attended immediately (in any case, within 24 hrs.), no extra charges would be paid for complaint visits.
- g. A service logbook shall be maintained by the Annual Maintenance Contract vendor wherein all the data related to the visits and services provided could be found.
- h. The vendor can inspect the site and system installed at our office if desired so, during office time up to 17/05/2023 with prior permission from the Security Department before filing the tender.**
- i. The vendor, tendering against the enquiry, shall be deemed to have read and understood all the terms and conditions and familiarized themselves with the site and nature of work and quoted accordingly
- j. It is highlighted and to be noted by prospective Applicants that they will be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all equipment, accessories, etc., covered by the offer. The supplier must warrant all equipment, accessories, spare parts etc., against any manufacturing defects during the warranty period. During the warranty period the supplier shall maintain the equipment and repair /replace all the defective components at the installed site at no additional charge of whatsoever nature to the Bank.
- k. The rates quoted for carrying out Annual Maintenance Contract must be inclusive of all the charges i.e. Transportation, Technicians' Fee, TA / DA and any other expenses whatsoever but excluding GST.
- l. The rates quoted shall be binding for three years from the date of awarding of the contract and no increase whatsoever will be considered.

14. Guidelines for the OEM -

- a. OEM should have online dedicated support center available during working hours and a fully equipped repair and maintenance office in India. Document details to be submitted for the same for verification.
- b. OEM should have valid BIS certification.
- c. Documents of Manufacturing license/ Excise Registration of the OEM factory need to be submitted for verification.
- d. Product Certification copies to be attached as per the specifications.
- e. Vendor will be responsible for non-genuine products. Audit for Banks whether actual material is provided or not needs to be done by OEM, as and when required by Bank, without any additional cost, as a service support to Bank.
- f. OEM to have presence in India since Last 10 years.

15. PENALTY CLAUSE

- a. All new installation to be completed within 15 days of the receipt of the work order failing which 10% penal charges per week from the work order will be levied and deducted from the bill.
- b. Timely maintenance to be done with prior intimation from due date otherwise 10% penalty will be deducted from entire bill.
- c. If at any point of time, vendor is found to be supplying inferior material not confirming the prescribed technical specification and unsatisfactory services in terms of the provisions of the tender, Bank shall initiate steps for blacklisting of firm with information to all PSU Banks / RBI / IBA.
- d. **FALL CLAUSE** – At any point of time if it is observed that the vendor is supplying to other financial institutions / firms similar material / services at lower rates than offered to Bank of Baroda, then the vendor shall have to compensate the Bank of Baroda by paying the difference amount and downward revise the rate of respective item / services at the time of renewal of contract as applicable.

16. COVENANTS OF THE SERVICE PROVIDER

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

The Service Provider shall forthwith withdraw or bar any of its employee/s from the provision of the services if, in the opinion of BANK:

- (i) The quality of services rendered by the said employee is not in accordance with the quality specifications stipulated by BANK; or
- (ii) The engagement or provision of the services by any particular employee is prejudicial to the interests of BANK.

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

The Service Provider:

- i. Shall be responsible for all negotiations with personnel relating to salaries and benefits, and shall be responsible for assessments and monitoring of performance and for all disciplinary matters.
- ii. Shall not knowingly engage any person with a criminal record/conviction and shall bar any such person from participating directly or indirectly in the provision of services under this Agreement.
- iii. Shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel.

- iv. shall not exercise any lien on any of the assets, documents, instruments or material belonging to BANK and in the custody of the Service Provider for any amount due or claimed to be due by the Service Provider from BANK.
- v. Shall regularly provide updates to BANK with respect to the provision of the services and shall meet with the personnel designated by BANK to discuss and review its performance at such intervals as may be agreed between the Parties.
- vi. shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but not limited to code of Wages Act, Provident Fund laws, Workmen's Compensation Act) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations.
- vii. Shall not violate any proprietary and intellectual property rights of BANK or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights in course of providing services hereunder.
- viii. Shall ensure that the quality and standards of materials and services to be delivered or rendered hereunder, will be of the kind, quality and timeliness as designated by the BANK and communicated to the Service Provider from time to time.
- ix. Shall not work in a manner which, in the reasonable opinion of BANK, may be detrimental to the interests of BANK and which may adversely affect the role, duties, functions and obligations of the Service Provider as contemplated by this Agreement.
- x. shall be liable to BANK for any and all losses of any nature whatsoever arisen directly or indirectly by negligence, dishonest, criminal or fraudulent act of any of the representatives and employees of the Service Provider while providing the services to the BANK.
- xi. Shall itself perform the obligations under this Agreement and shall not assign, transfer or sub-contract any of its rights and obligations under this Agreement except with prior written permission of BANK.

17. CONFIDENTIALITY

The Service Provider acknowledges that in the course of performing the obligations under this Agreement, it shall be exposed to or acquire information of the bank, which the Service Provider shall treat as confidential.

a. All BOB's product and process details, documents, data, applications, software, systems, papers, statements and business / customer information which may be communicated to or come to the knowledge of Service Provider or Service Provider's employees during the course of discharging their obligations shall be treated as absolutely confidential and Service Provider irrevocably agrees and undertakes and ensures that Service Provider and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without

prior written permission of BOB. The Service Provider shall not use or allow to be used any information other than as may be necessary for the due performance by Service Provider of its obligations hereunder.

b. Service Provider shall not make or retain any copies or record of any Confidential Information submitted by BOB other than as may be required for the performance of Service Provider.

c. Service Provider shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information.

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

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

f. Service Provider hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of the engagement Agreement/ Work Order or any other oral or written information which may contain, hold or bear confidential information or disclose the information submitted by BOB under any other Agreement to any third party unless such disclosure is mandatorily required by law or if it is required necessarily to be disclosed to any other agency/subcontractor or the like for the purpose of performing any of its obligations under the contract.

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

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

ii. Prior to the disclosure by BOB was known to or in the possession of the Service Provider at the time of disclosure;

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

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

- The Service Provider agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.
- In any dispute over whether information or matter is Proprietary Information or not mentioned herein, it shall be the burden of Service Provider to show that such contested information or matter is not Proprietary Information within the meaning of this Agreement, and that it does not constitute violation under any laws for the time being enforced in India.

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

The confidentiality obligations shall survive the expiry or termination of the Agreement between the Service Provider and the Bank.

18. INDEMNITY

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

- Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Service Provider under this Agreement; and/or
- an act or omission of the Service Provider and/or its employees, agents, sub-contractors in performance of the obligations under this Agreement; and/or
- claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Service Provider, against the Bank; and/or
- claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Service Provider to its employees, its agents, contractors and sub-contractors
- breach of any of the term of this Agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Service Provider under this Agreement; 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 Service Provider contained in this Agreement; and/or
- Negligence or gross misconduct attributable to the Service Provider or its employees or sub-contractors.

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

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

However, (i) the Service Provider has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Service Provider with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank

does not make any statements or comments or representations about the claim without the prior written consent of the Service Provider, except where the Bank is required by any authority/regulator to make a comment/statement/representation.

If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the Service Provider, after due inspection and testing and at no additional cost to the Bank, shall forthwith either 1) replace or modify the software / equipment with software / equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or 2) obtain a license for the Bank to continue the use of the software / equipment, as required by the Bank as per the terms and conditions of this Agreement and to meet the service levels; or 3) refund to the Bank the amount paid for the infringing software / equipment and bear the incremental costs of procuring a functionally equivalent software / equipment from a third party, provided the option under the sub clause (3) shall be exercised by the Bank in the event of the failure of the Service Provider to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank.

The Service Provider shall not be liable for defects or non-conformance resulting from:

- Maintenance of Fire Protection System servicers not approved by Service Provider; or
- any change, not made by or on behalf of the Service Provider, to some or all of the deliverables supplied by the Service Provider or modification thereof, provided the infringement is solely on account of that change ;

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

In the event of Service Provider not fulfilling its obligations under this clause within the period specified in the notice issued by the Bank, the Bank has the right to recover the amounts due to it under this provision from any amount payable to the Service Provider under this project.

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

19. PROPERTY RIGHTS

Each Party owns and retains all rights, title and interests in and to its respective Pre-Existing Intellectual Property and Independent Intellectual Property. Independent Intellectual Property means any Intellectual Property developed by a Party independently of the applicable statement of work. "Pre-Existing Intellectual Property" means any Intellectual Property owned by a Party, or licensed to such Party (other than by the other Party), as at the commencement date of the applicable statement of work.

Whereas title to all inventions and discoveries made jointly by the parties resulting from the Work performed as per this agreement shall reside jointly between the parties. Both the parties shall mutually decide the future course of action to protect/ commercial use of such joint IPR. The Intellectual Property Rights shall be determined in accordance with Indian Laws.

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

20. PERFORMANCE GUARANTEE

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

21. TERMINATION

In following events Bank shall terminate this assignment or cancel any particular order if service provider:

Breaches any of its obligations set forth in this agreement and Such breach is not cured within 15) Working Days after Bank gives written notice; or

- Failure by Service Provider to provide Bank, within 15) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or
- The progress regarding execution of the contract/ services rendered by the Service Provider is not as per the prescribed time line, and found to be unsatisfactory.
- Supply of substandard materials/ services
- Delay in delivery / installation / commissioning of services.
- Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.
- If deductions of penalty exceeds more than 10% of the total contract price.

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

- A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the Service Provider and such appointment continues for a period of twenty one (21) days;
- The Service Provider is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.
- The Service Provider becomes insolvent or goes into liquidation voluntarily or otherwise
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.

- The Service Provider becomes the subject of a court order for its winding up.

Notwithstanding above, in case of change of policy or any unavoidable circumstances or without any reason Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Service Provider at least 60 days prior notice in writing.

Effect of termination

If bank terminates or cancels the assignment on the default mentioned in the termination clause, in such case bob reserves the right to get the balance contract executed by another party of its choice. In this event, the Service Provider shall be bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the selection of a new service provider and for execution of the balance of the contract.

Immediately upon the date of expiration or termination of the Agreement, 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 Agreement, Bank shall pay to Service Provider, within thirty (30) days of such termination or expiry, All the undisputed fees outstanding till the date of termination;

Upon the termination or expiry of this Agreement:

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

22. CORPORATE AUTHORITY

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

23. LAW, JURISDICTION AND DISPUTE RESOLUTION

This Agreement shall be governed and construed and enforced in accordance with the laws of India. 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 Bhopal shall

have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts..

ARBITRATION

- a) The Bank and the Service Provider shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers/directors of the Bank and the Service Provider, any disagreement or dispute arising between them under or in connection with the contract.
- b) If the Bank project manager/director and Service Provider 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 Service Provider and Bank respectively.
- c) If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Service Provider and Bank, the Bank and the Service Provider have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.
- d) All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings.
- e) The place of arbitration shall be _____. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings
- f) 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.

24. AUDIT

All Service Provider records with respect to any matters covered by this Agreement 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. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the Service Provider 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.

The Bank and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the Service Provider's premises without prior notice to ensure that data provided by the Bank is not misused. The Service Provider shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank.

25. LIMITATION OF LIABILITY

Except the grounds mentioned under the para two of this clause, Service Provider's aggregate liability in connection with obligations undertaken as a part of the Agreement 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.

However, Service Provider's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Service Provider, 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.

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 Service Provider as part of procurement under the Agreement.

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

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

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

26. PUBLICITY

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

27. INDEPENDENT ARRANGEMENT

This Agreement is on a principal-to-principal basis between the Parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the parties. The Service Provider

acknowledges that its rendering of services is solely within its own control, subject to the terms and conditions agreed upon and agrees not to hold it out to be an employee, agent or servant of Bank or Affiliate thereof.

28. SUBCONTRACTING

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

29. ASSIGNMENT

The Service Provider agrees that the Service Provider shall not be entitled to assign any or all of its rights and or obligations under this Agreement to any entity including Service Provider'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 Agreement along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the obligations of the Service Provider under this Agreement.

30. NON – SOLICITATION

The Service Provider, 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.

The above clause shall not applicable in case the recruitment done through public advertisement.

31. VICARIOUS LIABILITY

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

indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of Service Provider 's employees, agents, contractors, subcontractors, etc.

32. FORCE MAJEURE

The Service Provider 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 Service Provider and not involving the Service Provider'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 Service Provider 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 Service Provider shall continue to perform Service Provider'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 Service Provider shall hold consultations in an endeavor to find a solution to the problem.

SURVIVAL:

The expiry or the termination of this Agreement does not relieve either party of its obligations which by their nature ought or intend to survive the termination of this Agreement including without limitation to the clauses of confidentiality, indemnity, limitation of liability, and covenants of the parties.

33. MISCELLANEOUS

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

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

Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile to the person at the address given below. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, two days after being deposited in the post

and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).

The addresses referred to hereinabove are:

If to the Bank of Baroda:

The Assistant General Manager,
Regional Manager,
Indore,
Plot No. 12 RC, Scheme No.134
Nipaniya, Indore-452010

If to the

Address _____

ATTN: _____

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

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

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

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

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

This Agreement may be signed in duplicate, each of which shall be deemed to be an original.

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

Signed and Delivered by the within named

For Bank of Baroda

For

—

Name:

Designation:

—

Name:

Designation:

Witness 1 :

Witness 1 :

Witness 2 :

Witness 2 :

1. Evaluation process

A two stage process is adopted for selection of the Bidder:

- ▶ Stage 1 – **Eligibility Cum Technical Bid**
- ▶ Stage 2 - **Product demonstration** of the makes and model submitted by the respective System Integrator will be done by the bidder. In case the product fails to meet laid down technical specification/feature, the bid of all the Service Providers bidding with that particular make and model will be rejected at this stage.
- ▶ Stage 3 – **Financial Bid**

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

2. TECHNICAL BID

The Technical Bid should be complete in all respects and contain all information required in the document. It should not contain any price information. However, Technical Bid should confirm that all required particulars have been quoted in the Financial Bid, without showing the actual amounts in the Technical Bid. It must be ensured that all details asked in the Technical Evaluation are included in the technical bid.

It is mandatory to submit the technical details duly filled in along with the offer. In case of non- submission or partial submission of technical details, the Bank, at its discretion, may not evaluate the offer. The Technical Bid must be submitted in an organized and structured manner. No brochures / leaflets etc. should be submitted in loose form.

The bank will consider the following mandatory criteria for evaluating the technical bids of the submitted tenders:-

Sr. No	Criteria	Documents required	Complied (Yes/No)
1	a) Earnest Money Deposit Rs. 12,000.00 b) Tender fee Rs. 1,000.00	Payable in the form of Bank Draft/Banker's cheque in favor of Bank of Baroda, payable at Bhopal.	
2	Technical Bid Format (Annexure – IV) complete with all the columns filled.	Photocopies of required certificates / documents/proof/P & L & Balance sheets, Copies of order executed etc.	

3	Service Provider will offer products of following OEM only.	Documents in relation to product offered by OEM.	
4	Applicants should have requisite trade/manufacturing/factory license from appropriate authority.	Trade/Manufacturing/Factory License from appropriate authority.	
5	Registration and Incorporation, Memorandum & Article of Association, Partnership Deed etc.	Certificate from statutory competent authority regarding Registration and Incorporation, Memorandum & Article of Association, Partnership Deed etc.	
6	Covering letter on the prescribed format	Annexure - III be submitted in Service Provider's Letter Head.	
7	The applicant should have minimum Five (5) years' experience in the field of Supply, Installation, Testing and Commissioning and / or maintenance of Fire Hydrant System / Fire Sprinkler System, required by the bank and for which engagement is sought, as on December 31 st , 2022.	Work order copies issued by the organizations and Certificate / letter stating about the satisfactory services provided by the applicant.	
8	<p>The bidder shall have carried out similar work of Supply, Installation, Testing and Commissioning and / or maintenance of Fire Hydrant System / Fire Sprinkler System (for which engagement has been sought) having executed cumulative order of following values during one financial year of last -5- years as on December 31st, 2022.</p> <ol style="list-style-type: none"> 1. One similar work of 80% of estimated cost i.e. Rs. 4.80 lacs OR 2. Two similar works of 50% of estimated cost i.e. Rs. 3.00 Lacs OR 3. Three similar works of 40% of estimated cost i.e. Rs. 2.40 Lacs. 	Work order copies issued by the organizations and Certificate / letter stating about the satisfactory services provided by the applicant.	
9	The products of the applicant should have certification of latest Bureau of Indian Standards BIS.	Product Certifications copies by latest Bureau of Indian Standards BIS.	

10	The applicant should have OEM certificate along with confirmation that they would supply spare parts for minimum next 5 years from the date of installation, if any. OEM letter to be in Original and no photocopy or colored Xerox will be acceptable (In absence of the original certificate from the OEM the Service provider will be disqualified).	Copy of OEM certificate along with confirmation that they would supply spare parts for minimum next 5 years from the date of installation, if any.	
11	The applicant should submit a "Satisfactory Performance Certificate" from at least -3- PSU / PSB / RRB / Private Organization to whom they conducted business related to Supply, Installation, Testing and Commissioning and / or maintenance of Fire Hydrant System / Fire Sprinkler System.	"Satisfactory Performance Certificate" from at least -3- PSU / PSB / RRB / Private Organization to whom they conducted business related to Supply, Installation, Testing and Commissioning and / or maintenance of Fire Hydrant System / Fire Sprinkler System.	
12	Valid Registration for GST, Income tax, PF, ESIC & RTO	Supporting Documents like license / permits / NOC / etc. for such registrations	
13	The service provider must meet the criteria specified.	Refer Annexure – III and Annexure IV	
14	The service provider should have branch offices at Indore Location which should be more than two years old.	Service provider shall have one office in the operational area of Indore for which applied should be two years old.	
15	The applicant should not have been blacklisted by any PSU/PSB/Financial Institution/Govt. Organization in past 5 years or services terminated due to poor performance.	A certificate be submitted stating that the company/firm or its owner or any sister concern have not been blacklisted.	
16	Average Annual Turnover of the bidder for last 3 years (CA Certificates of last 3 years)	Average Annual Turnover of the bidder for last 3 years shall be minimum of Rs. 3 lakhs yearly.	
17	Statement of profit and loss account for last 3 financial years, duly signed by CA to be attached. (2019-20) (2020-21) (2021-22)	The Company should be profit making company in last 3 years. Only Net profit would be considered.	

3. Financial Bid

The Financial bids of only those bidders who qualify in both eligibility and technical evaluation will be opened. The date for opening of the financial bid would be communicated separately to the technically eligible Bidders.

The total charges stated for Annexure VIII respectively will be considered for financial evaluation of the Commercial Bid.

No Commitment to accept lowest or any tender – The bank shall be under no obligation to accept the lowest or any other offer received in response to this notice and shall be entitled to reject any or all offers without assigning any reason whatsoever.

The decision of the Bank shall be final and binding on all the bidders to this document. The Bank reserves the right to accept or reject an offer without assigning any reason whatsoever. The bidder is expected not to add any conditions / deviations in the financial bid. Any such conditions / deviations may make the bid liable for disqualification.

4. Financial Bids - Terms

- a. In the event the Bank has not asked for any quotes for alternative prices, and the bidder furnishes the alternative price in the Bidder's financial bid, the higher of the prices will be taken for calculating and arriving at the Total Cost of Ownership. However, payment by the Bank will be made at the lower price. The Bank in this case may also reject the offer outright.
- b. In the event optional prices are not quoted by the bidder, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the participating Bidder will be taken as the costs, for such alternatives and also for arriving at the Total Cost of Ownership for the purpose of evaluation of the Bidder. The same item has to be supplied by the Bidder free of cost
- c. The bidder is requested to quote in Indian Rupee (INR). Bids in currencies other than INR would not be considered. The date for opening of price bids would be communicated separately to the successful bidders post the completion of the technical evaluation
- d. The prices and other terms offered by bidders must be firm for an acceptance period of 180 days from the opening of the financial bid.
- e. In case of any variation (upward or down ward) in Government levies / taxes / cess / duties etc. which has been included as part of the price will be borne by the bidder. Variation would also include the introduction of any new tax / cess/ duty, etc. provided that the benefit or burden of other taxes quoted separately as part of the Financial bid like GST and any taxes introduced instead of GST and levies associated to GST or any new taxes introduced after the submission of bidder's proposal shall be passed on or adjusted to the Bank. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Necessary documentary evidence should be produced for having paid any tax/cess/duty, if applicable, and or other applicable levies.

- f. If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than GST and if the Bank has to pay the same for any of the items or supplies made here under by the bidder, for any reason including the delay or failure or inability of the bidder to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Bidder along with the documentary evidence. If the Bidder does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Bidder from the Bank along with the interest calculated at Commercial rate.
- g. Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected Bidder will be final and binding on the bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the bidder".
- h. The Bank is not responsible for any assumptions or judgments made by the bidder for arriving at any type of costing. The Bank at all times will benchmark the performance of the bidder to the RFP and other documents circulated to the bidder and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the bidder must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents. The Bank shall not be responsible for any assumptions made by the bidder and the Bank's interpretation will be final.
- i. The Financial Offer should give all relevant price information and should not contradict the Technical Offer in any manner. There should be no hidden costs for items quoted.
- j. The Bank is not responsible for the arithmetical accuracy of the bid. The bidders will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Bidder. The Bank at a later date will not accept any plea of the bidder or changes in the financial offer for any such assumptions.
- k. Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP

5. Price Comparisons

- a. The successful bidder will be determined on the basis evaluation mentioned in Evaluation Criteria in this RFP document.

- b. Normalization of bids: The Bank will go through a process of evaluation and normalization of the bids to the extent possible and feasible to ensure that bidders are more or less on the same ground of evaluation. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the shortlisted bidders to resubmit the Financial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The bidders agree that they have no reservation or objection to the normalization process and all the bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.
- c. The Price offer shall be on a fixed price basis. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected. The rate quoted by the bidder should necessarily include the following:
 - ▶ Prices quoted by the Bidder should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals. The Bidder is expected to provide the GST percentage in both the Financial and masked bids (without amounts being submitted in the technical response). There will be no price escalation for during the contract period and any extension thereof.
 - ▶ The Bidders expected to provide details of services which are required to be extended by the Bidder in accordance with the terms and conditions of the contract.
- d. The Bidder must provide and quote for the required product and services as desired by the Bank as mentioned in this RFP. Any product or services not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder.

6. **Awarding Rate Contract-**

L-1 bidder will be decided on package cost as given in Financial Bid (Annexure VIII).

Annexure-III

NOTICE INVITING REQUEST FOR PROPOSAL (RFP)
FOR NECESSARY REPAIR AND ANNUAL MAINTENANCE CONTRACT (AMC)
OF FIRE HYDRANT AND SPRINKLER SYSTEM INSTALLED IN BANK OF
BARODA, BARODA COMPLEX, NIPANIYA, INDORE
(On Letter Head of Service Provider)

Ref No.

Date:

To
Assistant General Manager
Bank of Baroda
Regional Office

Dear Sir,

With reference to the above tender notice, having examined and understood the instructions, terms and conditions forming part of the tender forms, we hereby enclose our offer for Necessary Repair and Annual Maintenance Contract (AMC) of Fire Hydrant and Sprinkler System installed in Bank of Baroda, Baroda Complex, Nipaniya, Indore.

We confirm that our Annual Turnover for last three years is under:-

SN	Year	Turnover
01	2019-20	
02	2020-21	
03	2021-22	

I/We am/are aware that the empanelment does not guaranteed any work order.

In the event of getting a contract, I/We agree to honor the obligation with due diligence and efficiency as required by the Bank of Baroda.

We confirm that we have not been disqualified / debarred / de-paneled / blacklisted by any Govt. Dept / RBI / Financial Institution or any other organization for cash van services during last 5 years. We also confirm that, we have not been issued with any dissatisfaction letter by any of the Regions of _____ Zone of Bank of Baroda.

We understand that if we have been issued with dissatisfactory letter for two or more zones of the Bank, our bid will be rejected by any zone.

We also agree that in case any poor performance is received from any of our clients our Bid will be rejected / disqualified.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the tender Documents.

We also confirm that the offer shall remain valid for 180 days from the last date for submission of the offer.

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

We certify that (Name of Service Provider) is not owned or controlled by any Director or serving Officer/Employees of Bank of Baroda or their relatives having the same meaning as assigned under section 6 of the Companies Act, 1956.

We agree to provide required performance guarantee at the Zone.

We also confirm that the Zone has not issued any disqualification letter to our agency in the past.

I/We agree to all the terms and conditions of the notice.

We enclose herewith a Demand Draft/Pay Order for Rs _____/-(Non -refundable) and Rs._____/-(**Refundable**) favoring Bank of Baroda and payable at _____, towards tender fees and Earnest Money Deposit, details of the same are as under:

Particulars	Tender Fee of Rs._____/ -	EMD of Rs._____/ -
Demand Draft/Pay Order No. :		
Date of Demand Draft/Pay Order :		
Name of Issuing Bank :		

We also confirm that the above products meet the Technical specifications/ features, as per the RFP.

Yours faithfully,

Authorized Signatories
(Name & Designation, seal of the firm)

E-Mail address
Contact No.

TECHNICAL BID FORMAT
PART - I SUPPLIER'S PROFILE

SN	ITEM	PARTICULARS	Proof details to be attached as (with proper Flags)
1	Name of the Company/ Firm/ Organization, Website, Email		Annexure A
2	Year of Establishment and Incorporation		Annexure B
3.	Status of the firm whether Company/Firm/proprietary etc.		Annexure C
	a) Registered under the Companies Act, 1956. If so mention registration number and date.		
	b) Registered under the Societies Registration Act, 1860. If so mention registration number and date.		
	c) Registered under the Indian Trust Act, 1882. If so mention registration number and date.		
	d) Sole proprietorship firms whose proprietor is a resident in India as per the Income Tax Act, 1961. If so mention registration number and date.		
	e) Partnership firm registered in India. If so mention registration number and date.		
4	Nature of Business. Whether OEM /System Integrator/Manufacturer/ Authorized dealer/supplier etc.		Annexure D
5	Address of Registered Office with PIN Code.		Annexure E

6	Correspondence Address		Annexure F
7	Address of Manufacturing Unit/R&D Site		Annexure G
8	Name of Directors/ Partners/Members etc.	(a) (b)	Annexure H
9	a) Name of contact person(s) b) Mobile Numbers(s) c) Land Line		Annexure I
10	Name of person(s) authorized to conduct business along with Mobile, Tele, Fax and Email details		Annexure J
11	a) Has your company/firm been ever blacklisted in past 5 years. Give details if Yes.		Annexure K
	b) If No, a certificate be submitted stating that the company/firm or its owner or any sister concern have not been so disqualified / debarred / de-paneled / blacklisted by any institution of the Central or State Govt, PSU/PSBs in the past three years on any grounds whatsoever.		Annexure L
12	Any subsidiary company (Write Yes / No). Give all details if yes		Annexure M
13	Furnish the names of three responsible persons who will be in a position to certify about the quality as well as past performance of your organization. Annexure N		
	Sr. No	NAME	Address
			Contact Number
	a)		
	b)		
	c)		

PART II- FINANCIAL, REGISTRATION FOR TAXATION AND OTHER STATUTORY REQUIREMENTS

Sr. No.	ITEM	PARTICULARS			Proof / details to be attached as (with proper Flags)
1	Whether registered for the following and having necessary certificates/ authority? If so , mention registration number and date. Enclose relevant certificate/				Annexure O
	a) Income Tax PAN				
	b) TIN				
	c) ESIC				
	d) EPF				
	e) GST				
2.	<u>Furnish copies of audited Balance Sheet and profit & loss account(audited) for the last 3 financial years</u>	<u>TURN OVER (CA certificate is mandatory& in original)</u>			Annexure P
	<u>a) 2019-20-Turnover</u>				
	<u>b) 2020-21 –Turnover</u>				
	<u>c) 2021-22 –Turnover</u>				
3.	<u>Name and address of Bankers along with IFS Code</u>	<u>Bank Name</u>	<u>Address</u>	<u>IFSC Code</u>	Annexure Q

Annexure-V

NECESSARY REPAIR AND ANNUAL MAINTENANCE CONTRACT (AMC) OF FIRE HYDRANT AND SPRINKLER SYSTEM INSTALLED IN BANK OF BARODA, BARODA COMPLEX, NIPANIYA, INDORE

DETAILS OF EMPANELMENT WITH FINANCIAL INSTITUTION (FI)

Sr. No	Name of the FI	Date Since Empaneled	Fire Hydrant System / Fire Sprinkler System Maintained	Satisfactory Completion certificate attached (as Annexures)
1				
2				
3				

WORK & BUSINESS EXPERIENCE AND PROPOSAL FOR EQUIPMENT FOR EMPANELMENT

Sr. NO	ITEM	PARTICULARS	REMARKS
1	Existing Panel of Bank. Give names of Zones where providing services along with relevant performance certificates/Letters		
	a)		
	b)		
	c)		
	d)		

DETAILS OF COMPLETED WORK IN LAST THREE YEARS (AS ON 31.12.22)

NAME AND ADDRESS OF THE FI	DATE OF INSTALLATION	Fire Hydrant System / Fire Sprinkler System

Total Systems Installed				

1. Enclose relevant documentary proof as annexure.
2. Following certificate/undertaking to be submitted with the application documents

CERTIFICATE

Certified that all the information given above and in all documents submitted engagement with Bank of Baroda for Fire Extinguisher Supply & Refilling is true to the best of my/our knowledge. **It is understood that in case any claim/information is found to be incorrect the application shall be rejected or if found after empanelment the bank may blacklist and take other legal action.**

Date:

Place:

Signature

Name:

Designation:

Stamp of the Company/Firm
representative)

(Authorized

Note: Please add rows where required. Where copies of Application Documents/certificates are required to be furnished these are to be certified true copies

NOTICE INVITING REQUEST FOR PROPOSAL (RFP)
FOR NECESSARY REPAIR AND ANNUAL MAINTENANCE CONTRACT (AMC) OF FIRE
HYDRANT AND SPRINKLER SYSTEM INSTALLED IN BANK OF BARODA, BARODA
COMPLEX, NIPANIYA, INDORE

(Letter to the bank on the OEM's Letterhead in Original)

To
The General Manager
Bank of Baroda
Zonal Office

Dear Sir,

Subject: Authorization for SITC of material and parts for Fire Hydrant and Sprinkler System.

We _____ registered office at _____ having joint venture / authorized dealer etc. with _____, who are established and leading manufacturer of Fire Extinguishers, do hereby authorize M/s _____ having their _____ registered _____ office at _____ to submit quote, negotiate, supply, install and provide after sales support for our range of material, parts and equipment required in Fire Hydrant and Fire Sprinkler System.

We also confirm that the above products meet the Technical specifications/ features as per the RFP.

We as OEM are responsible that the Service Provider uses genuine products. We will conduct Audit of the products being installed by the Service Provider, as and when required by the Bank without any extra cost, as a service support to the Bank.

We hereby confirm to extend our back to back technical support and meet warranty terms of the tender. Also, we as an OEM assure that the quoted models are not end of life and necessary spares would be provided at cost to bidder for period of three years, as per OEM standards for this tender/project.

We will submit a certificate annually on 31st March for the total number of new supply of fire extinguishers for Bank of Baroda to the agency.

Thanking you,

Yours faithfully,

Authorized Signatories
(Name & Designation, seal of the OEM)

Contact No.

E-Mail Address
Authorized Signatory _____

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

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

To
Regional Head,
Bank of Baroda
_____ Region

Sir,

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

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

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

Please strike off whichever is not applicable

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

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

Further we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on

sub-contracting to contractors from such countries; I certify that our subcontractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our subcontractor fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached herewith.]”

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

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

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

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

List of documents enclosed:

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

COMMERCIAL OFFER

NOTICE INVITING REQUEST FOR PROPOSAL (RFP)
FOR NECESSARY REPAIR AND ANNUAL MAINTENANCE CONTRACT (AMC) OF FIRE
HYDRANT AND SPRINKLER SYSTEM INSTALLED IN BANK OF BARODA, BARODA COMPLEX,
NIPANIYA, INDORE

(A) Package Cost for Necessary Repair and Maintenance of Fire Hydrant and Sprinkler System installed in the Building and obtain Fire NOC (No Objection Certificate) from the District Fire Brigade, Indore (Excluding Taxes)

Sr No	Item	Unit	Rate quoted per
1.	Necessary Repair and Maintenance of Fire Hydrant and Sprinkler System installed in the Building and obtain Fire NOC (No Objection Certificate) from the District Fire Brigade, Indore	1 No.	
	TOTAL PACKAGE COST OF REPAIR, MAINTENANCE AND OBTAINING FIRE NOC (Including All Charges)		
	Total - Quoted Amount Rs. (Excluding Taxes) (In Words)		

(B) Package Cost of Non – Comprehensive Annual Maintenance Contract (excluding GST)

Work / Job	NC-AMC of Fire Hydrant and Fire Sprinkler System
Rate (Excluding GST)	Per Annum Cost (excluding GST)
Total AMC cost for the First Year	Rs.
Total AMC cost for the Second Year	Rs.
Total AMC cost for the Third Year	Rs.
TOTAL AMC COST FOR 3 YEARS	Rs.
<u>Total Cost in Words:- Rupees</u>	

Note: In case of any discrepancy, rate quoted in words will be considered.

(C): L-1 would be determined based on following calculations: -

S.No.	Description	Total Package Cost (Excluding GST)
A	Necessary Repair and Maintenance of Fire Hydrant and Sprinkler System installed in the Building and obtain Fire NOC (No Objection Certificate) from the District Fire Brigade, Indore	
B	Non – Comprehensive Annual Maintenance Contract for 3 Years	
#	Grand Total (A+B)	
	<u>Grand Total in words.....</u>	

Note: In case of any discrepancy, rate quoted in words will be considered.

Annexure - IX

Pro forma for Bank Guarantee in lieu of EMD

To,

Date DD-MM-YYYY

Bank of Baroda

.....

Dear Sir,

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

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

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

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

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

1. We....., undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time to the extent of Rs.....(Rupeesonly) an amount equivalent to the EMD against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the vender . any of the terms and conditions contained in the RFP and in the event of the VENDOR commits default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the RFP or otherwise in the observance and performance of any of the terms and

conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs.....(Rupees..... only) as may be claimed by you on account of breach on the part of the VENDOR of their obligations in terms of the RFP.

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

6. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the VENDOR or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the VENDOR.
7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the VENDOR hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
8. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the VENDOR from time to time arising out of or in relation to the said RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by courier, telex, fax, e-mail or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
10. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees here before given to you by us (whether jointly with others or alone) and now existing un-cancelled and that Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. The Bank Guarantee shall not be affected by any change in the constitution of the VENDOR or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
12. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
13. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the VENDOR.
14. Notwithstanding anything contained herein above;
 - i) our liability under this Guarantee shall not exceed Rs.....(Rupees.....only) ;
 - ii) this Bank Guarantee shall be valid up to and including the date and

iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.

15. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

For and on behalf of

Branch Manager

Seal & Address

Performance Guarantee

BANK GUARANTEE

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To

Regional Manager,
Bank of Baroda,
_____ Indore

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

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

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

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

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

1. We do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs.-/(Rupees only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the

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

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

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

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

Dated this the day of, 20.....
For and on behalf of
Branch Manager
Seal and Address

Integrity Pact

PRE CONTRACT INTEGRITY PACT (TO BE STAMPED AS AN AGREEMENT)

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of _____ month, 20____, between, on one hand,

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

Preamble

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

The BOB intends to appoint/ select, under laid down organizational procedures, contract/ s for..... The BOB values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Bidder(s).

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

Section 1 - Commitments of BOB

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

disciplinary actions.

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

- a. The Bidder(s) / Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Bidder(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - b. The Bidder(s) / Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the BOB's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - c. The Bidder(s) / Bidder(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - d. The Bidder(s)/ Bidder(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) / Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the BOB as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - e. The Bidder(s) / Bidders(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, similarly the Bidder(s) /Bidders(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Bidder(s). 6-7}
 - f. The Bidder(s) / Bidder(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - g. Bidder(s) / Bidder(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
3. The Bidder(s) / Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into

question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason (pages.8-17).

Section 4 - Compensation for Damages

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

Section 5 - Previous transgression

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

Section 6 - Equal treatment of all Bidders I Bidders I SubBidders

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

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

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

Section 8 - Independent External Monitor

- (1) The BOB may appoint Independent External Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Bidders as confidential.
- (3) The Bidder(s) / Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BOB including that provided by the Bidder. The Bidder will also grant the Monitor, upon his/ her request and

demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-Bidders.

- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Bidder(s) / Sub-Bidder(s) with confidentiality. The Monitor has also signed 'Non-Disclosure of Confidential Information '. In case of any conflict of interest arising during the selection period or at a later date, the IEM shall inform BOB and recuse himself / herself from that case.
- (5) The BOB will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the BOB and the Bidder. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the BOB and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the BOB officials within 15 days from the date of reference or intimation to him by the BOB and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the BOB , a substantiated suspicion of an offence under relevant IPC/ PC Act, and the BOB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

Section 9 Facilitation of Investigation

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

Section 10 - contract has been awarded. Any violation of the same would entail disqualification of the Bidder

This Pact begins when both parties have legally signed it. It expires for the selected Bidder till the contract period, and for all other Bidders 6 months after the bidders and exclusion from future business dealings.

If any claims made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by BOB.

Section 11 - Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the BOB, i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing.

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

(For&OnbehalfoftheBOB)(For&OnbehalfofBidder/ Bidder)

(Office Seal)

(Office Seal)

Place-----

Date-----

Witness1:

(Name&Address) _____

Witness2:

(Name&Address) _____