Baroda Apex Academy

TENDER FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING OF SECURITY EQUIPMENTS (BAGGAGE SCANNER, METAL DETECTORS, BOOM BARRIER, ETC.) AT BARODA APEX ACADEMY, AHMEDABAD.

Through GEM Portal

Technical Bid

Information to Bidders

Baroda Apex Academy

Bank of Baroda

GH-4, Nr. Udyog Bhavan,Sector- 11,Gandhinagar

Gujarat - 382011

बैंक ऑफ़ बड़ौदा
Bank of Baroda

[A] Important Dates:

#	Particulars	Timeline
1	Tender Issuance Date	**30.05.2024**
2	Coordinator details (Bank)	Chief Manager (Civil) 7th Floor, Baroda Apex Academy, Bank of Baroda, GH-4,Nr. Udyog Bhavan,Sector- 11,Gandhinagar 382011, Gujarat Mr Hitesh Mahurkar, Chief Manager (9909476311) Mr Rahul Damare, Chief Manager (8980040899) e-mail : sc.ahmedabad@bankofbaroda.com
3	Availability of Tender document	Mode of Procurement is through GeM portal – Bidding process. Tender details will also be available on our Bank's website www.bankofbaroda.in/tenders for information purpose.
3	Tender Fee	Nil
4	Estimated Amount	**Rs.23,36,000/- Plus GST** **(Rupees One Crore and Twenty Lakhs plus GST)**
4	Bid Security (Earnest Money Deposit)	Rs. 23,360/- (Rupees Twenty Three Thousand three Hundred Sixty Only)through NEFT/ RTGS
3	Last Date of Written request for Clarifications Before the Pre-bid Meeting	**04:00 PM on 05.06.2024** ○ Bidder to submit a maximum of -2- participant's name, contact number, designation and e-mail ID for pre bid meeting on sc.ahmedabad@bankofbaroda.com along with pre-bid queries before above mentioned timeline.
4	Pre - bid Meeting details	○ Pre bid meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams) on **06.06.2024 at 12:00 PM.** ○ Meeting invite Link will be sent by the Bank to bidder's provided email IDs to join the Online Meeting as per the schedule mentioned above. ○ Bidder representatives will have to click the Bank provided link (provided in the e-mail) to join the On-Line Pre-bid meeting
8	Address for communications	Baroda Apex Academy, Bank of Baroda, GH-4, Nr. Udyog Bhavan, Sector- 11,Gandhinagar 382011, Gujarat
10	**Online Payment Details through NEFT**	**NEFT in favour of "Baroda Apex Academy"** **Name of Bank: Bank of Baroda** **Account No.: 29760400000309** **Branch: Vidhansabha Branch, Gandhinagar, Gujarat** **ISFC Code: BARB0VIDHAN** **(BARB- Zero-VIDHAN)** **(Bidder should mention the payment details with UTR no. in respected field after making payment)**

[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank, BOB means 'Bank of Baroda'
2. HO Means "Head office"
3. BAA means Baroda Apex Academy
4. RFP means the Request For Proposal document
5. Proposal, Bid means "Response to the RFP Document"
6. Tender means RFP response documents prepared by the bidder and submitted to Bank of Baroda
7. Support means Support & Services to be provided as part of the Scope of Work
8. Annual Maintenance Cost (AMC)
9. Annual Technical Support (ATS)
10. Application Programming Interface (API)
11. Central Vigilance Commission (CVC)
12. Earnest Money Deposit (EMD)
13. Recipient, Respondent, Vendor, Bidder, service provider means the respondent to the Tender / RFP document
14. Service Level Agreement (SLA)
15. Single Person of Contact (SPOC)
16. Total Cost of Ownership (TCO)
17. SITC means Supply, Installation, Testing and Commissioning.
18. OEM means" Original equipment manufacturer".

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', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

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 througha 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.

<u>Debarment from bidding means (Refer 151 of GFR 2017)</u>

(i) A bidder shall be debarred if he has been convicted of an offence—

(a) Under the Prevention of Corruption Act, 1988; or

(b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

(ii) A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of

debarment. Department of Commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.

(iii) A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website.

(iv) The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment

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 strictly adhere to the instructions given in the document and maintain confidentiality of information. The bidders 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.

1 Introduction

Bank of Baroda is one of the largest Public Sector Bank (PSU) in India with a branch network of over 8100+ branches in India and 95+ branches/offices overseas including branches of our subsidiaries, distributed in 15+ countries.

Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Apex Academy at Gandhi Nagar, Ahmedabad (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 Tender document, hereinafter called Tender to eligible Bidders, hereafter called as 'Bidders', participate in the competitive bidding for SUPPLY, INSTALLATION, TESTING, COMMISSIONING OF SECURITY EQUIPMENT AT BARODA APEX ACADEMY, AHMEDABAD. Construction of Baroda Apex Academy Building is at final stage at Plot No.439 opp. Law Garden, Ellisbridge, Ahmedabad

The building has two basements + Ground and Nine Upper Floors. The front side Building Unit is for the Academic Purpose and back side Building Unit is for the Hostel and allied utilization. Function of the Building is the residential training centre.

2 Project overview and Scope of Work

This Tender document has been prepared solely for the purpose of enabling Bank of Baroda ("the Bank") to select a Vendor for Supply, Installation, Testing, Commissioning of Security Equipment at Baroda Apex Academy, Ahmedabad.

The Bank, for this purpose, invites Tenders from Bidders who are interested in participating in this Tender who fulfill the eligibility criteria mentioned under Annexure 02 and are also in a position to comply with the Project Scope mentioned in Annexure 08. Apart from the above the bidder must also agree to all our terms & conditions mentioned under this Tender Document.

The detailed scope of work and technical specifications is mentioned in the Annexure 08 & Annexure16. However, Bank reserve the right to modify/ change the scope of work at any phase of this contract

CONSIGNEE LOCATION: The supply will be required to be provided for our below mentioned address:

Baroda Apex Academy Building
Bank of Baroda
Near Law Garden
Ellis Bridge
Ahmedabad – 380 006

The Security Equipment to be supplied and assembled at different floors/locations of the Building as instructed by the Bank.

3 Contract Period

The Bank shall enter into an agreement with successful Bidder for **SUPPLY, INSTALLATION, TESTING, COMMISSIONING OF SECURITY EQUIPMENT AT BARODA APEX ACADEMY, AHMEDABAD**. The said work should be completed within 30 days from date ofaward of work. The units supplied will have Defects Liability Period (DLP) or warranty period of 3 years post successful completion and issuance of virtual completion certificate by Bank.

4 Pre-Qualification for Submission of Bid

Bidders satisfying the eligibility conditions (mentioned in Annexure 02) and General terms and conditions specified in this document and ready to execute the Scope of Work stipulated in Annexure 08, may submit their bid on or before the time line stipulated through GeM Portal.

Bids submitted by any other means will not be accepted by the Bank.

5 Bid Security / Earnest Money Deposit

5.1 Bidders are required to provide an Earnest Money Deposit (EMD) of an amount as mentioned in "[A] Important Dates - Bid Security (Earnest Money Deposit)". The proof of same is required to be submitted along with bid documents. The Bank may reject the bid of concerned bidder if they fails to provide the EMD.

5.2 Bid submitted without the Earnest money deposit will be rejected. 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 by the Bank within two weeks from closure of the Tender. No interest shall be paid on Bid security deposit to unsuccessful Bidders. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee/ Security Deposit.

5.3 The bid security amount/ Earnest money deposit (EMD) would be forfeited in the following scenarios:

a) In case the bidder withdraws their bid prior to validity period of the bid for any reason whatsoever;

b) In case of the successful bidder, if the bidder

- Refuses to accept and sign the contract as specified in this document within 15 days of issue of contract order/letter of intent for any reason whatsoever; or
- Fails to provide the performance guarantee within 30 days from the purchase order date, for any reason whatsoever; or
- Fails to comply with any other condition precedent to signing the contract specified in the solicitation documents.

5.4 Exemption to Bidders from submission of Bid Security Amount / EMD:

Exemption from submission of EMD shall be given to bidders, who are Micro and Small Enterprises (MSEs) / Startups. The bidders who are MSE has to submit necessary document issued by NSIC and the bidders who are startups has to be recognized by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD 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. MSEs/startups firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for EMD exemption. Bidder has to submit a "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity of the bid, they will be suspended for 6 months.

5.5 Preference to make in India initiative

5.1.1.1 Government has issued Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 15.06.2017 and subsequent revisions vide Order No. 45021/2/2017-PP (BE-II) dated 16-9-2020 to encourage 'Make in India' and to promote manufacturing and production of goods, services and works in India with a view to enhancing income and employment.

5.1.1.2 Preference will be given with the criteria laid down by Bank and as per procedures laid down in Public Procurement (Preference to Make In India)order 2017, revision dated 16/09/2020 vide order P-45021/2/2017-PP (BE – II) dated 16-9-2020 issued by GOI.

5.1.1.3 The guidelines under PPP-MII order and subsequent revisions as mentioned above shall be applicable subject to bidder submitting with Class-I/Class-II local content certificate for the quoted product.

5.1.1.4 This project involves use of customized/specialized gadgets requiring the personnel employed to safeguard public & Bank's property. It is prudent to have firms with the requisite experience in this field. Hence, considering the procurement of services related to Public and Bank's property, no exemptions/relaxation shall be given to any Entity.

6 Performance Bank Guarantee

6.1 The successful bidder shall provide a Performance Bank Guarantee (PBG) within 30 days from the dateof receipt of the order or signing of the contract whichever is earlier in the format as provided under Annexure 10. The value of PBG should be 5% of the total contract value, valid for entire period of the contract period including DLP of one years plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a Nationalized Bank only, other than Bank of Baroda.

6.2 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. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the bidder should be included in the remaining amount of the contract value.

6.3 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.

6.4 If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the bid security amount/ EMD provided by the bidder, will be forfeited.

7 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

8 Service Level Agreement and Non-Disclosure Agreement

8.1 The successful bidder shall execute a) Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA) (As per Annexure12), which contains all the services and terms and conditions of the services to be extended as detailed herein. The successful bidder shall execute the SLA and NDA and provide the same along with acceptance of Purchase Order.

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

9 Compliance with Laws

9.1 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 liabilityand all consequences that may occur or arise for any default or failure on its part to conform or comply with theabove 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.

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

10 Termination

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

10.2 At any time during the course of the Tender process or before the award of contract or after execution of the contract that one or more terms and conditions laid down in this Tender Document 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.

10.3 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

11 Grievance Redressal and Dispute Resolution

11.1 Any bidder who claims to have a grievance against a decision or action with regards to the provisions of this Tender may file a request to the The .Dy. General Manager & Head (Facilities Management) at sc.ahmedabad@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 Tender Document. All letters must be addressed to the following:

Dispute Resolution:

11.2 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 Tender.

11.3 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.

11.4 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.

11.5 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 shall act as the chairman of the proceedings.

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

11.7 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.

12 Governing Laws

This Tender 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 Tender, only the courts in Ahmedabad shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

13 Prevention of Corrupt and Fraudulent Practices

13.1 As per Central Vigilance Commission (CVC) directives, it is required that every participating bidders required to signed an integrity pact as per the Annexure 11 of this Tender Document.

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

a) "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

b) "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.

13.3 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.

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

14 Authorized Signatory

The selected Vendor shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected Vendor 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.

15 Bid submission by related parties

15.1 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

16 Right to Reject Bids

Bank reserves the absolute and unconditional right to reject the response to this Tender 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 Tender document.

b) It is not accompanied by the requisite Earnest Money Deposit (EMD).

c) It is not properly or duly signed.

d) It is received through Telex / telegram / fax

e) It is incomplete including non- furnishing the required documents.

f) It is evasive or contains incorrect information.

g) There is canvassing of any kind.

h) Submitted by related parties

Further Bank reserves the rights to:

a) Reject any or all responses received in response to the Tender

b) Extend the time for submission of all proposals

c) Cancel the Tender 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.

17 General Terms and conditions

17.1 The Tender document is not a 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 service provider as identified by the Bank, after completion of the selection process as detailed in this document.

17.2 Information Provided: The Tender 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 advisors 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 Tender document.

17.3 For Respondent Only: The Tender 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.

17.4 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.

17.5 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.

17.6 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 Tender document and the meaning and impact of that information.

17.7 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 Tender Document.

17.8 The issuance of Tender 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 Tender document that it has not relied on any idea, information, statement, representation, or warranty given in this Tender document.

17.9 Acceptance of Terms: the bidders will, by responding to the Bank's Tender document, be deemed to have accepted the terms as stated in this Tender document

17.10 Only one submission of response to Tender by each Respondent will be permitted.

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

17.12 The Bank expects that the Vendor appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.

17.13 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.

17.14 The Bank will notify the Respondents in writing as soon as practicable after the Tender Evaluation Complete date, about the outcome of the Tender evaluation process, including whether the Respondent's Tender response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.

17.15 All responses received after the due date/time as mentioned in "[A] Important Dates - Last Date of Submission of Tender Response (Closing Date)"would be considered late and would be liable to be 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 Tender. The Bank has no liability to any Respondent who lodges a late Tender response for any reason whatsoever, including Tender responses taken to be late only because of another condition of responding.

17.16 The Bank has established Tender 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 Tender coordinators / contact persons from the Bank mentioned in "[A] Important Dates - Tender Coordinator"

17.17 Recipients are required to direct all communications for any clarification related to this Tender to Tender Coordinator.

17.18 All questions relating to the Tender, 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.

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

17.20 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.

17.21 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.

17.22 Bidder should submit their Eligibility & Technical and Commercial bids.

17.23 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 Tender process, notwithstanding any copyright or other intellectual property right of the Recipient thatmay subsist in the submission or accompanying documents

17.24 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.

17.25 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.

17.26 The bidders required to quote for all the components mentioned in the "Project scope" and all other requirements of this Tender. 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.

17.27 Based on the Bank's requirements as listed in this document, the bidder should provide their commercial. In case the bidder unable to fulfills the requirements, then their 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.

17.28 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.

17.29 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.

17.30 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.

17.31 All out of pocket expenses, traveling, boarding and lodging expenses for the entire period 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.

17.32 Responses to this Tender 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.

17.33 By submitting a proposal, the bidder agrees to contract with the Bank within the time period prescribed by the bank. Failure on the part of the successful bidder to execute an agreement with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.

17.34 The terms and conditions as specified in the Tender 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

17.35 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 Tender. The bidder represents that the proposal to be submitted in response to this Tender shall meet the proposed Tender requirement. If any services, functions or responsibilities not specifically described in this Tender 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 Tender, 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 Tender 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 Tender, the Bank expects the bidder to fulfill all the terms and conditions of this Tender.

17.36 The bidder covenants and represents to the Bank the following:

a) It is duly incorporated, validly existing and in good standing under as per the laws of the state in which the entity is incorporated.

b) It has the corporate power and authority to enter into Agreements and perform its obligations there under.

17.37 The execution, delivery and performance under an Agreement by bidder:

a) Will not violate or contravene any provision of its documents of incorporation;

b) Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;

c) Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;

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

17.39 The Bank would not assume any expenses incurred by the bidder in preparation of the response to this Tender and also would not return the bid documents to the Bidders

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

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

17.42 Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, atits 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.

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

17.44 No Commitment to Accept Lowest bid or Any Tender – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of procurement. 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

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

17.46 Price Discussion – It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted.

17.47 If the Bank is not satisfied with the offers 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.

17.48 The Bidder shall perform its obligations under this Tender as an independent contractor, and shall not engage subcontractors to perform any of the Deliverables or Services without the prior permission from Bank. Neither this Tender nor the Bidder's performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Bidder or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.

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

18 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.

19 Disclaimer

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

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

Annexure 01 - Guidelines for submission details

Technical Bid to contain the following (All the Documents should be signed by authorized representative of bidder)		
Section#	**Section Heading**	**Performa Given**
1.	Covering letter certifying compliance of Eligibility Criteria and Scope of Work compliance	**Bidder to provide**
2.	Eligibility criteria compliance with bidder comments	**Annexure 02**
3.	Undertaking as Per Rule 144 (xi) in the General Financial Rules (GFRs), 2017. 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. (Signed /Digitally signed documents from authorized representative of bidder & OSD/ OEM)	**Annexure 03 along with Copy of certificate of valid registration with the Competent Authority (If applicable)**
4.	Bid Security (Earnest Money Deposit) from Bidder (For Micro and Small Enterprises (MSE) / Startups)	**Annexure 04**
5.	Letter of Undertaking from the bidder	**Annexure 05**
6.	Conformity Letter	**Annexure 07**
7.	Technical Proposal: The proposal based on Technical Specification compliance should be submitted with pages properly numbered, each page signed and stamped.	Bidder need to provide the documents for compliance of all technical requirement mentioned in **Annexure 08 and Annexure16**
8.	Copy of the tender document along with annexures and addendum duly sealed and signed on all the pages of the document from authorized representative of bidder.	**Bidder to provide**
9.	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	**Bidder to provide**
10.	A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank.	**Bidder to provide** (To submit Board Resolution copy of authorizing official to submit the Bid)
11.	Integrity Pact (Bidder to submit duly Signed and Stamped/ digitally signed by Authorized Signatory on proper stamp paper Integrity Pact along with Bid.)	Bidder to provide detailed **Annexure 11**
12.	Service Level And Non-Disclosure Agreement Format	**Annexure 12**

Annexure 02 - Evaluation Terms

The evaluation/selection process will be done with **combination of eligibility, technical competence and commercial aspects** as detailed here below.

Stage 1 – Eligibility Evaluation: Stage 1 will be to ascertain the eligibility of the bidder to bid for the project. Only those bidders who fulfil the minimum eligibility criteria mentioned below will proceed to the next step.

Stage 2- Technical Evaluation: The evaluation of functional and technical capabilities of the bidders of this Tender will be completed in this step. The technical proposals only will be subjected for evaluation at this stage.

Various broad parameters for technical evaluation are presented below:

1. Document evaluation based on response (experience & supply provided so far)

Bidders who are satisfying minimum technical parameters shall be technically qualified. Price Bids of only those technically qualified Bidders shall be opened.

On placing the order with L1 Bidder, a Pre dispatch inspection for baggage scanner machine shall be conducted by Committee to ensure Quality and correctness of the mentioned specification.

Bank's evaluation committee can select one or more of the above mentioned parameter for evaluation at the sole discretion and determination of the Bank. The Bank may also add any other relevant criteria for evaluating the proposals received in response to this Tender.

Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.

Stage 3- Commercial Bid Evaluation Criteria

Commercial bids shall be opened only for those bidders who comply with all the technical requirements detailed in this Tender document. The final selection of the Bidder shall be based on **lowest commercial** (i.e. L1 bidder) quote criteria submitted by the bidders.

A. Eligibility Criteria

Pre-qualification / eligibility criterion for the bidder to qualify this stage is clearly mentioned in below. The Bidder would need to submit/upload supporting documents digitally signed by authorized representative of the Bidder as part of the eligibility proof. All dates if not specified to be applicable from the date of the Tender.

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
A	**General**		
1	Bidder must be a Government Organization / PSU / PSE / partnership firm / LLP or private / public limited company in India at least for the last 5 years from the Date of Issuance of Tender.		Documentary Proof to be attached (Certificate of Incorporation)
2	The bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) within last 5 years from the Tender date.		Letter of confirmation (self-certified letter signed by authorized official of the bidder)
3	The Bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017. or The Bidder is from such a country and has been registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure I to the said Office Memorandum / Order and we submit the proof of registration herewith.		Undertaking as per Annexure 3 and Copy of certificate of valid registration with the Competent Authority (If applicable) (signed documents from authorized representative of bidder)
4	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.		Letter of confirmation (self-certified letter signed by authorized official of the bidder)
5	The Bidder to provide an undertaking on his letter head that all the technical requirements highlighted as part of Technical Scope are covered in totality in the proposal submitted by the bidder.		Letter of confirmation from bidder(self-certified letter)
B	**Financial**		
6.	Bidder must have registered average annual turnover of Rs. 93.44 lacs or above(from Indian Operations only) during the		Audited Financial statements for the last -3- financial years and Certified letter from the Chartered Accountant

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
	last three completed financial years i.e. 2020-21, 2021-22 & 2022-23 (Not inclusive of the turnover of associate companies)		clearly mentioning Turnover, Net Profit and Net worth. The CA certificate in this regard should be without any riders or qualification.
7.	The Bidder must be a Net profit making entity (from Indian Operations only) continuously for the last three years i.e. financial years –2020-21, 2021-22 & 2022-23		Audited Financial statements for the financial years 2020-21, 2021-22 & 2022-23 and Certified letter from the Chartered Accountant clearly mentioning Turnover, Net Profit and Net worth. The CA certificate in this regard should be without any riders or qualification.
C	**Experience & Support Infrastructure**		
1	The Bidder in their own name should have satisfactorily completed the work of similar nature (i.e **SITC of SECURITY EQUIPMENT)** in Semi Govt. /Govt. & Public / Private Sector Organizations during last seven (7) years (up to 30.04.2024) a) Three similar completed works each of value not less than the value equal to ₹ 9.34 Lakhs. OR b) Two similar completed works each of value not less than the value equal to ₹ 11.70 Lakhs. OR C) One similar completed works each of value not less than the value equal to ₹18.70 Lakhs.		Documentary Proof to be attached along with Purchase Order / Contract copy / Completion certificates.
7	The applicant should submit a "Satisfactory Performance Certificate" from at least -3- Financial Institution/Corporate Bodies		"Satisfactory Performance Certificate" from at least -3- Financial Institution/Corporate Bodies

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
8	Service / Dealer Network in the State of Gujarat for quick after sale service		A self-certified letter with address details.

All dates if not specified to be applicable from the date of the RFP.

Bidders who meet these criteria would only qualify for the commercial bid opening.

B. Commercial Bid Evaluation

The commercial bids of only those bidders who qualify in eligibility and technical bid evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible Bidders. Bidders are required to quote as per the Commercial Bid format mentioned under Annexure 09.

The decision of the Bank shall be final and binding on all the bidders to this document. The Bank reserves the right to accept or reject an offer without assigning any reason whatsoever. The bidder is expected not to add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.
The proposal of L1 (Lowest Bidder) shall be recommended for award of contract.

Commercial 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 commercial 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

commercial bid like GST and any taxes introduced instead of GST and levies associated to GST or any new taxes introduced after the submission of bidder's proposal shall be passed on or adjusted to the Bank. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Necessary documentary evidence should be produced for having paid any tax/cess/duty, if applicable, and or other applicable levies.

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

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 commercial 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 Tender, 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 Tender.

2. Price Comparisons

a. The successful bidder will be determined on the basis evaluation mentioned in EvaluationCriteria in this Tender document.

b. Normalization of bids: The Bank may 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 ofevaluation. 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 shortlistedbidders to resubmit the commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The bidders agree that they have no reservation or objection to the normalization process and all the bidders will, by responding to this Tender, 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 Tender, 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. including GST. The Bidder is expected to provide the GST percentage in the commercial bids. 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 Tender. Any product or services not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder.

Annexure 03- Declaration/ Undertaking from bidder

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

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

To
The Dy. General Manager & Head
Baroda Apex Academy
Gandhi Nagar
Gujarat

Sir,

Sub: **TENDER FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING OF SECURITY EQUIPMENT AT BARODA APEX ACADEMY, AHMEDABAD**

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 Tender and in this connection we hereby declare, confirm and agree as under:

We, the Bidder have read and understood the contents of the Tender 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 Tender 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 Tender and the Office Memorandum and Order.

Dated this…….by 20

Yours faithfully,

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

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

Annexure 04- Bid Security Letter (Earnest Money Deposit)

(Bidder need to provide the details of Bid Security (EMD)

To,

The Dy. General Manager & Head
Baroda Apex Academy
Gandhi Nagar
Gujarat

Sir,

Sub: TENDER FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING OF SECURITY EQUIPMENT AT BARODA APEX ACADEMY, AHMEDABAD

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 Tender No... ……. #: (Tender details) ……... (Hereinafter called the "Tender")
AND WHEREAS, in terms of the conditions as stipulated in the Tender, the VENDOR is required to furnish details of Earnest Money Deposit (EMD),

UTR Number:

Amount in INR:

Bank Name:

Transaction Date:

Seal & Address

Pro forma for MSE / Startups in lieu of EMD

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

(For Micro and Small Enterprises (MSE) / Startups)

To,

The Dy. General Manager & Head
Baroda Apex Academy
Gandhi Nagar
Gujarat

Sir,

Sub: TENDER FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING OF SECURITY EQUIPMENT AT BARODA APEX ACADEMY, AHMEDABAD

1. I/We, the undersigned, declare that M/s…….....is a Micro and Small Enterprise and the copy of registration certificate issued by NSIC/DIPP for Micro and Small Enterprises (MSE) / Startups which are valid on last date of submission of the tender documents are enclosed.
2. I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration as per Rule 170 of General Financial Rules (GFRs)2017 by Micro and Small Enterprises (MSEs).

   OR

   2A. as per the tender / RFP no: ……..floated for …….. at para no..... a Bid Declaration Form in lieu of Bid Security is required to be submitted by me/ as per Rule 170 of General Financial Rules (GFRs)2017 by Micro and Small Enterprises (MSEs).
3. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of 6 months from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

   a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

   b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.
4. I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.
5. I/We declare that I am the authorized person of ……to make the declaration for and on behalf of …… Letter of Authority for executing declaration is enclosed

Signed: (insert signature of person whose name and capacity are shown)
in the capacity of : (insert legal capacity of person signing the Bid Securing Declaration)
Name: (insert complete name of person signing he Bid Securing Declaration)
Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)
Dated on_____day of_____(insert date of signing)

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

Annexure 05- Undertaking from the Bidder

To,

The Dy. General Manager & Head
Baroda Apex Academy
Gandhi Nagar
Gujarat

Sir,

Sub: TENDER FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING OF SECURITY EQUIPMENT AT BARODA APEX ACADEMY, AHMEDABAD

1. Having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.
3. We agree to abide by this Tender Offer for 180 days from date of bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
4. All 'Bill of Material' line items have been quoted as per requirement in Commercial Bid format without any deviation.
5. Commercial Bid (Annexure 09) have been submitted without any deviation.
6. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
7. a) We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

   (b) Commission or gratuities, if any paid or to be paid by us to agents relating to this Bid and to Contract execution, if we are awarded the Contract are listed below.
   - i. Name and Address of the Agent .....(please specify NA if not applicable)
   - ii. Amount and Currency in which Commission paid / payable - ……..(please specify NA if not applicable)
   - iii. Purpose of payment of Commission (If commission is not paid / not payable indicate the same here).....(please specify NA if not applicable)
8. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
9. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this……..by 20

Yours faithfully,

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

Annexure 06 - Pre Bid Queries Form

(Please note that all pre-bid queried need to be send by email in excel format only)
[Please provide your comments on the Terms & conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Scope of work, Approach, Work plan, Personnel schedule, Curriculum Vitae, Experience in related projects etc. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.]

Name of the Respondent:
Tender name and no:

Contact Person from Respondent in case of need.
Name :
Tel No : e-Mail ID:

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

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

Annexure 07- Conformity Letter

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

To,

The Dy. General Manager & Head
Baroda Apex Academy
Gandhi Nagar
Gujarat

Sir,

Sub: TENDER FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING OF SECURITY EQUIPMENT AT BARODA APEX ACADEMY, AHMEDABAD

Further to our proposal dated ……., in response to the Tender .....(Bank's tender No. hereinafter referred to as "Tender") issued by Bank of Baroda ("Bank") we hereby covenant, warrant and confirm as follows:
We hereby agree to comply with all the terms and conditions / stipulations as contained in the Tender and the related addendums and other documents including the changes made to the original tender documents issued by the Bank shall form a valid and binding part of the aforesaid Tender document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

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

Annexure 08- Project Details and Scope of Work

A. Project Scope

Bank is developing state of the art Training facility at Ahmedabad for internal training needs and proposed to procure Security Equipment etc.

B. Detailed Scope of work & Broad Specification:

Sub: TENDER FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING OF SECURITY EQUIPMENT AT BARODA APEX ACADEMY, AHMEDABAD.

Detailed specifications are given in Annexure-08.

I. Contract period

The Bank shall enter into an agreement with successful Bidder for Supply, Installation, Testing, Commissioning of Security Equipment at Baroda Apex Academy, Ahmedabad. The supply should be completed within 30 days from date ofaward of work. The units supplied will have Defects Liability Period (DLP) or warranty period of 3 years post successful installation & handing over to the Bank.

Delivery:

The Successful Bidder shall make arrangement of goods accepted by the Bank as per the requirements of this tender within -30- days from the date of order placement hence, all the supply should be delivered within -30- days from the date of purchase order. L-1 Bidder should obtain necessary approvals for shade and Colour before delivery.

Inability of the Bidder to supply goods as per specifications within defined timelines, Bidder will have to pay late delivery charges to Bank of Baroda @ 1% of the total order value of the delayed resources inclusive of all taxes, duties, levies etc., per week or part thereof, for late delivery beyond due date of delivery, to a maximum of 5% of the total order value of the delayed resources.

If delay exceeds the maximum percentage of 5%, Bank of Baroda reserves the right to cancel the order.

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

Incidental Services - The Bidder shall provide all the services as specified in the tender document, particularly the Project Overview and Technical Summary. The price for performing the required incidental services shall be deemed to be included in the Contract Price.

II. Payment Terms

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

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

a) 75% of the quoted amount plus GST, shall be released on satisfactory delivery at site and claim by the Supplier (wherever applicable at actuals). The required documents to be provided along with original GST invoice containing Bank's GST Number. Original delivery Challans duly stamped and signed by the Project Managers of the successful bidder and Bank's official.

b) 20% of total cost (excluding GST) of product will be released on completion of Satisfactory SITC of equipment's of the Building and after obtaining virtual completion certificate from the Architect and PMC. .

c) Balance 5% after defects Liability Period of 3 Years from Date of Virtual Completion or against bank guarantee in the format as specified for Bank Guarantee for early release of retention money by a scheduled commercial bank (other than Bank of Baroda) valid for an equivalent amount valid for the period of warranty period plus 3 months.

d) The payment will be released by 'Baroda Apex Academy', Ahmedabad against receipt of original invoice. There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the Service Provider.

e) The Bank will pay invoices within a period of 30 days from the date of receipt of invoice at the above terms. Any dispute regarding the invoice will be communicated to the selected vendor within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 15 days from the date the dispute stands resolved.

- Inspections and Tests
  - The Bank or its representative shall have the right to inspect and/or to test the Goods and Materials and the Works carried out by the Bidder to confirm their conformity to the Contract specifications at no extra cost to the Bank.
  - Should any inspected or tested Goods fail to conform to the specifications or requirements set out in the Contract, the Bank may reject the Goods, and the Bidder shall either replace the rejected Goods or make alterations necessary to meet specifications or requirements free of cost to the Bank.
  - The Bidder shall have the manufacturer, before making delivery, carry out a precise and comprehensive inspection of the Goods regarding quality, specification, performance, quantity and weight and issue a quality certificate certifying that the Goods are in conformity with the stipulations in the Contract. The quality certificate shall not be regarded as final with respect to quality, specification, performance, quantity and

weight. Particulars and results of the tests made by the manufacturer shall be shown in a statement to be attached to the quality certificate.

- If, during the warranty period, it is found that the quality or specifications of the Goods or Works are not in conformity with the Contract or if the Goods or Works are proven to be defective for any reason, including latent defects or the use of unsuitable materials, the Bank shall promptly notify the Bidder of the existence of a claim.
- No clause in "Inspection and Tests" clause shall in any way release the Bidder from any warranty or other obligations under this Contract.

➢ Right to Alter Quantities:

- The Bank reserves the right to alter the requirements specified in the Tender. The Bank also reserves the right to delete one or more items from the list of items specified in the Tender. The Bank will inform all Bidders about changes, if any. The Bidder agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further, the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities.

Annexure 09- Commercial Bid

- The cost quoted by the bidder for all the products should include 3 Years warranty after virtual completion of the work.
- The bidder is required to provide their commercial for each of the above line items.
- If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- The bidder has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations.
- The price quoted by the service provider shall be in Indian Rupees and shall be all inclusive, that **is inclusive of all taxes and levies and GST** as applicable, which will be paid by the Bank
- If Bank require to purchase or avail any of line items over and above the mentioned quantities, unit rate for item for the particular item will be taken for calculation.
- All Quoted Commercial Values should comprise of values only upto 2 decimal places. Bank for evaluation purpose will consider values only upto 2 decimal places for all calculations & ignore all figures beyond 2 decimal places.
- Bank will deduct applicable IT TDS & GST TDS, if any, as per the law of the land.
- No price increase on account of change in tax structure, duties, levies, charges etc shall be permitted.
- No price increase on account of exchange rate fluctuations.
- All line items should be as per minimum specifications mentioned in Annexure 16

We confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document

Authorized Signatory
Name:
Designation:

Annexure 10 - Performance Guarantee

BANK GUARANTEE

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To,

The Dy. General Manager & Head
Baroda Apex Academy
Gandhi Nagar
Gujarat

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")
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 "Tender"), the Bidder is required to furnish a Performance Bank Guarantee issued by a Public Sector Bank/ schedule commercial bank in India other than the Bank of Baroda in your favor for Rs……./- towards due performance of the contract in accordance with the specifications, terms and conditions of the purchase order and Tender document (which guarantee is hereinafter called as "BANK GUARANTEE").

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

AND WHEREAS at the request of the Bidder, WE,……..……, a body corporate in terms of the Banking Companies Acquisition and Transfer of Undertakings Act,1970/1980 having it's ..... Office at …… and a branch interalia 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 orbreaches on the part of the Bidder of any of the terms and conditions contained in the PO and Tender / SLA and in the event of the Bidder committing default or defaults in carrying out any of the work or dischargingany obligation under the PO or Tender 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 Tender.

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 Tender 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 Tender 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 Tender 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 whenthe 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 shallnot 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. ……./- (Rupees ……only)
    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 favor under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

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

Annexure 12 - Service Level and Non-Disclosure Agreement

This Agreement is made in Ahmedabad 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 Baroda Apex Academy at Gandhi Nagar, Gujarat, hereinafter forbrevity 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 desires to select a Vendor/Service **Supply, Installation, Testing, Commissioning of Security Equipment a Baroda Apex Academy, Law garden Ahmedabad**. And had invited offers.

In response to RFP no ---------- dated---------- issued by Bank, the Vendor also submitted its offer and has represented that it is engaged in the business of..... 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. Vendor / Service Provider means 'Supplier/L-1 Bidder'

III. AMC means Annual Maintenance Contract

IV. SLA means Service Level Agreement

V. Total Cost of Ownership (TCO)

VI. 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 (Scope of Work) 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. DELIVERY

(Terms mentioned in the RFP)

Warranty

6. 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.

7. 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.

8. PAYMENT TERMS

(Terms mentioned in the RFP)

9. SET-OFF

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

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

10. 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.

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

xiii. Service Provider shall comply with the Bank's Code of Ethics, available on the Bank's website>Shareholder's Corner> Policies/Codes> Our Code of Ethics, during the validity period of this agreement/contract.

11. 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, statementsand 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 asabsolutely 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 toany 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 whichmay 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.

12. 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:

- Software, hardware, interfacing, or supplies for the solution 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.

13. 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.

14. 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.

15. 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 exceed 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.

16. 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.

17. 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 Vadodara 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.

18. 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.

19. 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 ofany 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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 whomthe 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 Dy. General Manager & Head
Baroda Apex Academy
Nr. Udyog Bhavan
Gandhi Nagar, Gujarat

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 :**

Technical Specifications:

Item No.1 : X RAY BAGGAGE SCANNER SYSTEM : REQUIRED QTY : 2

S. No.	Technical Specifications	
	General Requirement	
1.	X Ray baggage Scanning system (XBIS) should consist of x ray machine, image acquisition,recording, storage and display systems, fabricated structure of steel frame to house the machine with mobile heavy casters and stable levelling base.	
2.	The X-Ray Baggage Scanner should produce Multi colour view of the objects scanned based on the standard 4 colour coding to have a detailed information.	
3.	The machines should have **Artificial Intelligence based threat dentification** capability to detect at least 35 major threats inside the scanned baggage along with confidence percentage of the machine.	
4.	The X-Ray Baggage Scanner should be equipped with **embedded entry and exit camera for capturing the face of the person putting the bag on the conveyor.** The live feed should also be visible on the operator screen. All these camera feeds should be tagged along with the scanned image of the bag with date and time stamp for traceability & analysis.	
5.	**Embedded Camera Specification:**	
	Sensor type	1/ 2.7” Progressive scan CMOS
	Camera	2 Ch
	Video Compression standard	H.265/ H.264/ MPEG
	Maximum Image Resolution	1024 x 1280
6.	The machine should have **networking capability to connect with the central monitoring station** so that the X-Ray image and feed from embedded cameras can be taken at Central Monitoring station.	
	Technical Specification	
7.	Tunnel size	Minimum 650 mm (W) x 500 mm (H)
8.	Resolution	36 AWG (std); 40 AWG (typ)
9.	Penetration thickness	35 mm (Std) (±50mm)
10.	Conveyor speed	3 speed settings of 0.2 m/s, 0.3 m/s & 0.4 m/s. There should be a possibility to change the speed of the conveyor belt directly from the operator keyboard without opening the machine panel during peak hours.
11.	Conveyor capacity	160 kg distributed load
12.	Power Supply	220V ±10%, 50Hz
13.	Rated Tube Voltage of X-Ray Generator	160 kV
14.	Rated Tube Current	1.2 mA

15.	X-ray Generator cooling	Oil bath
16.	Duty Cycle	100%
	Image processing - The system shall consist of:	
17.	Digital Video Memory	Minimum 32 MB
18.	Grey levels	Around 4096 stored
19.	Video Display	1024 X 1280, 21.5" colour Monitor
20.	Variable Zoom	Minimum 64X continuous zoom. Additional feature of Spot magnification to view zoomed image of a particular spot.
	Computer Specification (minimum)	
21.	Monitor	21.5-inch LED monitor
22.	Operating System	Embedded Linux
23.	Processor	ARM Cortex processor
24.	RAM	Minimum 4 GB
25.	Hard Disk	2 TB
26.	Ports	USB, Ethernet and HDMI
27.	Machine Keypad	OEM specific machine keypad with fingerprint sensor for User authentication & Emergency Switch. The machine keypad should have all the image processing functions.
28.	The system shall also have multi energy system with four colour palette for material discrimination high, low, medium penetration.	
	Image Processing functions:	
29.	Edge enhancement and Image enhancement	
30.	Invert image	
31.	Black & White image	
32.	Pseudo colour – 4 colour palette for organic and inorganic stripping	
33.	Spot magnification with 2X, 3X & 4X magnification window	
34.	Automatic Image Archiving	
35.	Certification	AERB, CE & FDA
36.	Suspect organic enhancement (Z789). Explosive as well as their components are usually with atomic number of 7, meanwhile drugs are usually with atomic number of 9. Suspect organic Enhancement (Z789) specially highlights the material with atomic number 7/8/9 separately and show them in red colour while others are in black and white.	
37.	Inbuilt Software based training programme.	
38.	Report generation and data retrieval: Daily/weekly/monthly report generation and retrieval. All data should be stored on the system for minimum two months after it has been downloaded.	

39.	Threat Image Projection (TIP)	TIP Software facility shall be incorporated in the offered X-ray machines to assist supervisors in testing the operator alertness and training X-ray screeners to improve their ability in identifying specific threat object. The system will create a threat object and the same will be superimposed on monitor screen while a bag is being screened. To acknowledge that the operator has seen the false object, operator must press the control Panel key that will cause the computer-generated threat object to disappear from X-rayed bag image on the VDU screen.
40.	Operator Console	Should have a compact design having dimensions not more than 850 mm (L) x 700 mm (W) x 1200 mm (H). (±50mm)

Mode of Measurement:
The measurement for payment shall be in **Numbers.(**Each) The unit rate includes all floor and all level, the cost of transportation, material, installation as directed by Engineer-in-charge.

Item No.2 : BOOM BARRIER : REQUIRED QTY : 6

Supply and Installation of Boom Barrier -Up To 6 Mtr Including High Range Receiver, High Range Remote Control, A Pair Of Photocell Eyes, Push Button, Loop detector Cabinmate material- Powder coated , Boom Material- Aluminum Alloy.
Technical parameters
• Working temperature(motor): -35℃~+85℃
• Rated voltage： DC24 V
• Running speed： 1.5s-8 s 4.4 Rated current： 8. 58A 4.5 Rated power： 140W
• No- load speed： 1850 rpm 4.7
• Rated speed： 1400 rpm 4.8
• Output Power： 56.8 N. m 4.9
• Relative humidity： ≤90%
• Remote control distance： ≤100M（in the open place）
• IP Degree： IP44
• Max length of arm： 6M

Mode of Measurements and Payment:
The rate shall be for a unit of **each number.** The unit rate includes all floor and all level, the cost of transportation, material, installation as directed by Engineer-in-charge.

Item No.3 : HAND HELD METAL DETECTOR – REQUIRED QTY : 10

Supply and Installation of Hand-Held Metal Detector Scorpion™700139 US STYLE—Classic LOOKS

The HHMD should have one switch operation and should be able to detect all types of metal. It should be designed that it makes scanning easy and cover maximum portion of body of the person.

Should have sharp audible alarm and red LED light for indicating the detection of metal, Also should have selectable switch to change from audio alarm to vibration selection.

TH HHMD should have adjustable detection sensitivity for different requirement.

Dimension of HHMD should be at least 411 mm x45 mm x 85 mm.

Should be made of rugged, high impact ABS case with reinforced coil compartment.

Should be drop proof from 1 meter height at least for 3- 4 times.

High detection speed with big probe area.

Should be capable of scanning large 10" scan surface for quick through scanning.

Should have LED indication ON: low battery: and alarm for metal.

Mode of Measurements and Payment:

The rate shall be for a unit of **each number.** The unit rate includes all floor and all level, the cost of transportation, material, installation as directed by Engineer-in-charge.

Item No.4 : HAND HELD METAL DETECTOR WITH BATTERY - REQUIRED QTY : 10

Supply, Installation, Testing and Commissioning of Handheld Metal Detector with battery as per technical specification etc. as required.

Product Introduction

High Sensitivity Hand Held Metal Detector is suitable for personnel security checks of airports, railway, customs, schools, stadiums. Searchable endangering the personal safety of all kinds of hidden weapons, knives and hidden metal objects, it also can be used for inspection of hand baggage, mail and parcels.

General Specification

• Dimension: 295*68*28mm Net Weight: 170g (no battery), Operation Voltage: DC7~12V Detection Range
• Staple ..... … 30-50mm
• Tiananmen-style pistol…… 200mm
• 38 Caliber Pistol… 250mm

Standard Features

• Streamlined appearance, small and exquisite, easy to carry and operate, convenient, easy charging.
• Should have Low power consumption, 270MA battery charge one-time can work continuously more than 40 hours, when 9V down to about 7V, the detection range keep same.
• Should have featured with power is insufficient, there is an automatic and continuous alarm to remind you charge or replace the battery.
• Should be Light weight, large area detection sensor to detect quickly.
• Should have There are high and low sensitivity options.
• Should have Two alarm modes are available: LED lights and audible alarm or vibrating alarm.
• Should support superior shock resistance, durable, can fall from one-meter height without damage.

• Should have LED signal strength indicator

Mode of Measurements and Payment:
The rate shall be for a unit of **each number.** The unit rate includes all floor and all level, the cost of transportation, material, installation as directed by Engineer-in-charge.

Item No.5 : DOOR FRAME METAL DETECTOR : REQUIRED QTY : 4

Sr. No	Features	Description
1.	Technology	Pulse Induction Technology
2.	Detection	It should be capable to detect both Ferrous and Non-Ferrous metals.
3.	Passage Dimension (+ 50 mm)	Height : 2000 mm Width : 700 mm Depth : 580 mm
4.	Metal Alarm Indication	Should be able to show the metal location precisely on both entry and exit sides of the Panel. There should be real time metal strength indication on the screen. Audible: Audio alarm with different tone and volume settings required.
5.	Zones	18 Independent detection Zones, covering full height of the Instrument. It should be able to switch between the number of zones i.e 1 / 6 / 12 and 18 on the same DFMD depending on the requirement.
6.	Sensitivity	Wide range of sensitivity settings and fine tuning. All zones individually adjustable in step to 0-999 levels.
7.	Frequency	Different frequency settings should be available so as to reduce interference between adjacent DFMDs
8.	Traffic counter	Intelligent traffic counter in alphanumeric display on the overhead control unit. Should allow bidirectional scanning with Transceivers / Photocells in the archway.
9.	Detection capability	Uniform detection over the entire walk through area from top to bottom. Should be able to detect multiple metal objects of various sizes in different zones simultaneously.
10.	Display	Built in 7” LCD Panel Display
11.	Panel Control	DFMD settings must be controlled by Remote Controller
12.	Networking facility (Optional)	The DFMD should be equipped with RJ45 interface so that it can be directly taken on the network and the settings can be done remotely from Central Monitoring System
13.	Relay Output	The DFMD should have minimum 2 relay outputs so that it can be integrated with turnstiles / barriers, if required.
14.	Metal interferences	The DFMD should have a mode to detect the zone wise interferences in the surroundings

15.	Throughput rate	A minimum of 50 people per minute
16.	Health and Safety	Magnetic field should be harmless to Magnetic Media, Electronic Devices, wearers of Pacemaker (Heart) and Pregnant women.
17.	Password Protection	The DFMD controls should be password protected.
18.	Power Supply	220 VAC, 50HZ
19.	Operating Temperature	From -20 Deg Celsius to 55 Deg Celsius
20.	Humidity	Upto 95% Non-Condensing
21.	Weight	Less than 75 kG

Mode of Measurements and Payment:

The rate shall be for a unit of **each number.** The unit rate includes all floor and all level, the cost of transportation, material, installation as directed by Engineer-in-charge.

Note: Above given specifications are based on minimum requirements. Products with higher specifications and features will also be considered for evaluation.

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