

**SELECTION OF VENDORS FOR
SITC OF 2 x 400 KVAR NEW HYBRID APFC PANELS + 120
KVAR Static VAR generator INCLUDING BUY BACK OF OLD
EXISTING APFC PANELS
AT
BANK OF BARODA SUN TOWER BUILDING BKC MUMBAI**

SITE ADDRESS: -

Bank of Baroda, Baroda Sun Tower Building, C-34, G Block, BKC, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra 400051

Date:- 11.07.2024
RFP Reference: BCC/FM/SM/116/APFC

[A] Important Dates:

#	Particulars	Timeline
1	RFP Issuance Date	11.07.2024
2	RFP Coordinator details (Bank)	1. Mr. Sabyasachi Mohanty, CM, FM-02266985102 2. Mr. Kausthub V, CM, FM-02266985769 Email id:- em.bcc@bankofbaroda.com
3	Availability of RFP document	RFP will be available on our Bank website www.bankofbaroda.in/tenders/ & e-tender website https://bobbidders.eproc.in/ and also in Central Public Procurement Portal (CPPP) The RFP may be downloaded from the Tender Section by the Bidders. No hard copy of the RFP will be made available by the Bank.
4	Mode of Tendering	Online
5	Tender Fee	NA
6	Earnest Money Deposit	₹ 20,000/- (Rupees Twenty Thousand Only) in the form of online deposit to Bank's account detailed in clause 6.2
7	Last Date of Written request for Clarifications Before the Pre-bid Meeting	3:00 PM on 18.07.2024 <ul style="list-style-type: none">o Bidder to submit a maximum of -2- participant's name, contact number, designation, and e-mail ID for pre bid meeting on em.bcc@bankofbaroda.com along with pre-bid queries.
8	Pre - bid Meeting details	<ul style="list-style-type: none">o Pre bid meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams) on 19.07.2024 at 11.00 HRS.o 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.o Bidder representatives will have to click the Bank provided link (provided in the e-mail) to join the On-Line Pre-bid meeting
9	Last Date of Submission of RFP Response (Closing Date receipts of bids)	3:00 PM on 31.07.2024
10	Eligibility and Technical Bid Opening Date	3:30 PM on 31.07.2024
11	Commercial Bid	The commercial bids of only those bidders who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible bidders.
12	E-Tender Contact Details	0124-4302033/36/37, bobsupport@c1india.com

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.

- I. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- II. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- III. The beneficial owner for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more

interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

Debarment from bidding means (Refer 151 of GFR 2017)

- (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

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 Corporate Office at C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051 (hereinafter referred to as the "Bank") which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this RFP document, hereinafter called RFP, to eligible Bidders, hereafter called as 'Bidders', participate in the competitive bidding for Supply, Installation, Testing & Commissioning of 2 x 400 KVAR new Hybrid APFC panels including buy back of old existing APFC panel at Bank Of Baroda Sun Tower Building, BKC, Mumbai.

Bank invites online applications from vendors having experience in Supply, Installation, Testing & Commissioning of 2 x 400 KVAR new Hybrid APFC panels having offices /service facilities in Mumbai, who qualify as per the eligibility criteria given in this Tender document.

1. Project overview and Scope of Work

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda (“the Bank”) to select a Service Provider/Manufacturer/Vendors for Supply, Installation, Testing and Commissioning of 2 x 400 KVAR new Hybrid APFC panels including buy back of old existing APFC panel at Bank Of Baroda Sun Tower Building, BKC, Mumbai

The Bank, for this purpose, invites proposal from Bidders who are interested in participating in this RFP 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 RFP.

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

Bank has engaged M/s Enervision as the Project Consultant for the said Project. Details of site & consultant’s SPOC & Bank’s Engineers are as under:-

Sr no.	Location	Address	Contact
1	Bank Of Baroda Sun Tower BKC Mumbai	Bank of Baroda, Baroda Sun Tower Building, C-34, G Block Rd, BKC, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra 400051	Mr. Krushna Warang-9834508421 (Consultant M/s Enervision) Mr. Chinmoy Dutta-7021082259 (Consultant M/s Enervision) Mr. Sabyasachi Mohanty, CM, FM, Bank of Baroda-9777451157

1.1. Guidelines to Bidders for Electronic Tendering System

1.1.1. Pre-requisites to participate in the Tenders

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

The bidders unregistered on e-procurement portal of Bank of Baroda and interested in participating in the e-tendering process shall be required to enroll/register on the e-procurement portal. To enroll, bidders have to generate User ID and password on <https://bobtenders.eproc.in/>

The bidders may obtain the necessary information on the process of registration/enrollment either from Helpdesk Support Team.

Preparation of Bid & Guidelines for Digital Certificate

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

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

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

In case of online tendering, if the Digital Certificate issued to an authorized user of a partnership firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that user to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner in the same firm is required to authorize) to use the digital certificate as per *Indian Information Technology Act, 2000*.

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

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

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

System Requirements - List of Pre-Requisites

1. Minimum of 1 GB of RAM
2. Minimum 1 USB port (If Digital Signature Certificates in USB-Token)
3. Windows 7 and above Operating System
4. Reliable Internet Connectivity
5. Digital Signature Certificates
 - (a) Class-3 Signing and Encryption Certificates
 - (b) DSC Dongle driver should be installed before logging in (c) DSC should contain both Signing and Encryption Certificates (d) Certificate with full chain.
 - (e) Certificate should not be expired it should be valid certificate
- 6 Browser – Microsoft edge/Google Chrome/Mozilla Firefox.

2. Downloading the DSC Handler

- **For download the DSC HANDLER: Go to Downloads section >> DSC Components >> Download the setup of 32 bit DSC Handler.**
- You must double click the DSC handler icon that is already installed on your desktop whenever you restart or shut down your computer.

3. DEFINITIONS:

- C1 India Pvt. Ltd.: Service provider to provide the e-Tendering Software.
- Bank of Baroda e-Procurement Portal: An e-tendering portal of Bank of Baroda introduced for the process of e-tendering which can be accessed on <https://bobtenders.eproc.in/>.

ACCESSING / PURCHASING OF BID DOCUMENTS :

- It is mandatory for all the bidders to have Class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency under CCA, Ministry of Electronics and Information Technology, Government of India to participate in e-tendering portal of Bank of Baroda. Bidders can see the list of licensed CA's from the link www.cca.gov.in C1 India Pvt. Ltd. also facilitate Class III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) to the bidders. Bidder may contact C1 India Pvt. Ltd. at mobile no. +91-8130606629 for DSC related queries or can email at vikas.kumar@c1india.com
- To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the Bank of Baroda e-Tendering Portal (<https://bobtenders.eproc.in>). To have a user Id & Password.
- The Amendments / Clarifications to the tender, if any, will be posted on the Bank of Baroda e-Tendering Portal (<https://bobtenders.eproc.in>). The addendums, if any, additionally shall be published on Bank's website also.
- The Bidder may modified or withdraw their bid after submission prior to the Bid Due Date. No bid shall be modified or withdrawn by the Bidder after the Bid Due Date and time.

Both 'EMD 'and 'Tender Document Fee', if any are mentioned in individual tender document published at Bank of Baroda e-Tendering Portal (<https://bobtenders.eproc.in>).

- For helpdesk, please contact e-Tendering Cell and Help Desk Support Monday to Friday Ph.: **0124-4302033/36/37, bobsupport@c1india.com**.

- **It is highly recommended that the bidders should not wait till the last date of bid submission to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of this context, neither Bank of Baroda nor C1 India Pvt. Ltd will be responsible for such eventualities.**

1.2.Steps to participate in the e-Tenders

1.2.1. Online viewing of Detailed Notice Inviting Tenders

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

1.2.2. Download of Tender Documents

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

1.2.3. Online Submission of Tender

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

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

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

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

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

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

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

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

a. The bidder may modify bids before the deadline for Online Submission of Tender as per Time Schedule mentioned in the Tender documents.

b. This stage will be applicable during both Pre-bid / Pre-qualification and Financial Bidding Processes.

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

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

4. Contract Period

The Bank shall enter into an agreement with successful service provider for the period of execution of contract plus Defects Liability Period of 1 year

The contract can be extendable based upon satisfactory performance on mutually agreed terms acceptable to Bank.

5. 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 provide the said "Services" in conformity with Scope of Work stipulated in Annexure 08, may submit their bid on or before the timeline stipulated in the [A] Important Dates. Bids submitted by any other means will not be accepted by the Bank.

6. Security Deposit/Earnest Money Deposit

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

6.2 Bidders are required to provide an Earnest Money Deposit (EMD) of an amount as mentioned in Table [A]: Important Dates - Bid Security (Earnest Money Deposit)" i.e. Rs. 20,000/- (Rupees Twenty Thousand Only) at the time of submission of the bid document. Bidder shall submit Earnest Money Deposit (EMD) amount online through NEFT/RTGS on the details below:

Bank: BANK OF BARODA

Branch: Bandra East

IFSC: BARB0BANEAS ('0' is Zero)

Account Type: OD

Account No.: 29040400000417

- 6.3 Initial Security Deposit: - An amount equivalent to 2% of the accepted tender value shall be deposited by the successful bidder towards initial security deposit within 14 days of award of contract.** The EMD already submitted will be adjusted in the Initial Security deposit. Hence, the Bidder has to submit the difference amount only. Bank Guarantee issued from a scheduled Bank valid for a period of 60 days beyond the date of all contractual obligation will also be acceptable.
- 6.4 Security Deposit: The security deposit shall be an amount equivalent to 5% of the accepted tender amount.** The security deposit shall comprises of EMD, Initial security deposit. 50 % of the security deposit shall be released on issue of virtual completion certificate and removal of materials, site clearance etc. from site. Remaining 50% shall be released 14 days after the end of satisfactory completion of defects liability period.
- 6.5 Retention Money:-** The retention Money shall be deducted from your progressive Running Account Bills at 8% of the gross value of the work done of each running bill. This shall be limited to total security deposit i.e. 5% of the total amount quoted.
- 6.6 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 RFP. 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 Security Deposit of total amount in form of BG.
- 6.7 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 1 month of issue of contract order/letter of intent for any reason whatsoever; or
 - Fails to provide the performance guarantee within 30 days from the 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.
- 6.8 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.

6.9 Preference to make in India initiative

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.

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.

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.

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.

7. Performance Bank Guarantee

7.1 The successful bidder shall provide a Performance Bank Guarantee (PBG) within 30 days from the date of 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 including Defects Liability Period 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.

7.2 In the event of non-performance of obligation or failure to meet the 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.

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

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

8. Sub - Contracting

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

9. Service Level Agreement and Non-Disclosure Agreement

9.1 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.

9.2 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.

10. Compliance with Laws

10.1 Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project. Also the bidder shall comply with the provisions of code of wages, and other labor welfare legislations. in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. The Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

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

11. Termination

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

11.2 At any time during the course of the RFP process or before the award of contract or after execution of the contract that one or more terms and conditions laid down in this Request For Proposal has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information, Bank may terminate his contract and may invoke performance bank guarantee or forfeit the security deposit as the case may be. Further bank may impose such restriction/s on the defaulting bidder as it deemed fit.

11.3 After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same, In such an event, the bidder is bound to make good the additional expenditure which the Bank may have to incur for the execution of the balance of the contract

12. Grievance Redressal and Dispute Resolution

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

General Manager & Head, FM, COA, PD & RD, Bank of Baroda, BCC Building, C-26, G Block Rd, BKC, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra 400051

Dispute Resolution:

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

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

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

12.5 All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings.

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

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

13. Governing Laws

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

14. Prevention of Corrupt and Fraudulent Practices

14.1 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 RFP.

14.2 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.

14.3 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.

14.4 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.

15. Authorized Signatory

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

16. Bid submission by related parties

16.1 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

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

17. Right to Reject Bids

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

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

Further Bank reserves the rights to:

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

18. General Terms and conditions

18.1 The RFP 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.

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

18.3 For Respondent Only: The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent") and no other person or organization.

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

18.5 No Legal Relationship: No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.

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

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

18.8 The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement. The bidders unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

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

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

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

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

18.13 Unless agreed to specifically by the Bank in writing for any changes to the issued tender document, the Bidder responses would not be incorporated automatically in the tender document.

18.14 The Bank will notify the Respondents in writing as soon as practicable after the RFP Evaluation Complete date, about the outcome of the RFP evaluation process, including whether the

Respondent's RFP response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.

18.15 All responses received after the due date/time as mentioned in "[A] Important Dates - Last Date of Submission of RFP Response (Closing Date)" would be considered late and would be liable to be rejected. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.

18.16 The Bank has established RFP coordinators to provide a venue for managing bidder relationship and other requirements through the Bank's decision making body for contract clarification. All the queries and communication must be addressed to the RFP coordinators / contact persons from the Bank mentioned in "[A] Important Dates - RFP Coordinator"

18.17 Recipients are required to direct all communications for any clarification related to this RFP to RFP Coordinator.

18.18 All questions relating to the RFP, technical or otherwise, must be in writing and addressed to the addresses given in point "[A] Important Dates" above. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications. The Bank will try to reply, without any obligation in respect thereof, every reasonable question raised by the Respondents in the manner specified.

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

18.20 Respondents should invariably provide details of their email address (as) as responses to queries will only be provided to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.

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

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

18.23 All submissions, including any accompanying documents, will become the property of the Bank. The bidder shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents

18.24 All responses should be in English language. All responses by the bidder to this tender document shall be binding on such bidder for a period of 180 days after opening of the bids.

18.25 The bidder may modify or withdraw its offer after submission but prior to the closing date and time as prescribed by Bank. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.

18.26 The bidders required to quote for all the components/services mentioned in the "Project scope" and all other requirements of this RFP. In case the bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this

document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.

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

18.28 In the event the bidder has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Bidder's and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to the Bank.

18.29 The Bank is not responsible for any assumptions or judgments made by the bidder for proposing the deliverables. The Bank's interpretation will be final.

18.30 The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Bidder and responded by the Bidders have been quoted for by the Bidder, and there will be no extra cost associated with the same in case the Bidder has not quoted for the same.

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

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

18.33 By submitting a proposal, the bidder agrees to contract with the Bank within the time period 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.

18.34 The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the bidders. In the event the bidders not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing

18.35 The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP.

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

- 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.

18.37 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;

18.38 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.

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

18.40 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.

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

18.42 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, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all bidders and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.

18.43 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.

18.44 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

18.45 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.

18.46 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.

18.47 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.

18.48 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.

18.49 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.

19. Information Confidentiality

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

20. Disclaimer

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

Annexure 01 - Guidelines for submission details

Technical Bid envelope 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 23 rd 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.	Earnest Money Deposit from Bidder (UTR details/DD details/or Bid Security Declaration (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.	Bidders need to provide the documents for compliance of all technical requirement mentioned in Annexure 08
8.	Commercial Bid	Annexure 09
9.	Draft Performance Bank Guarantee	Annexure 10
10.	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
11.	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	Bidder to provide
12.	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)
13.	Service Level And Non-Disclosure Agreement Format	Annexure 12

Annexure 02 - Evaluation Terms

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

Submission of BIDs/Tender Documents:

- Part – I - Technical Bid, shall contain following documents:
 - Duly uploaded Technical bid (along with all requisite proofs) accepting all terms and conditions of the tender
 - Proof for having paid EMD /DD/ Requisite Documentation required in seeking Exemption
 - POA / Resolution authorizing the signatory to participate in the bidding and signing all documents
- Part – II – Duly uploaded Price Bid

Stage 1 – Eligibility Evaluation: Stage 1 will be to ascertain the eligibility & technical competence of the vendor/service provider to bid for the project. Only those bidders who fulfil the minimum eligibility criteria mentioned below will proceed to the next step.

Stage 2- Commercial Bid Evaluation Criteria

Commercial bids shall be opened only for those bidders who comply with all the technical requirements detailed in this RFP document. The final selection of the Bidder shall be based on **the 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 supporting documents 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 RFP.

- (i) The firm must be registered and have sufficient number of technical and administrative employees. The applicant should submit their credentials along with a list of employees, contact details etc.
- (ii) The firm must be at least Seven (7) years similar experience.
- (iii) The firm requires furnishing their PAN No, GST Registration certificate.
- (iv) The firm should have supplied & installed similar Automatic Power Factor Correction Electrical Panels in PSU Banks/ Scheduled Banks/ Financial Institutions/ State and Central Govt. Organizations/ reputed MNC/ Private Companies, Insurance companies. The work order must be in the name of the firm only (i.e. sub contracts are not accepted). (Work orders and work completion certificates to be enclosed.)
- (v) Should have successfully completed similar works during the last 7 years ending last day of month previous to the one in which application is submitted (i.e. the completed works up to 30.04.2024 shall only be considered), as under:-
 - (a) **Three works, each costing not less than ₹ 7,88,000/-**
 - [or]**
 - (b) **Two works, each costing not less than ₹ 9,85,500/-**

[or]

(c) One work costing not less than ₹ 15,76,000/-

- (vi) The firm must have full-fledged offices in Mumbai.
- (vii) The firm must enclose company's certificate of Registration.
- (viii) Average annual financial turnover during the last 3 years ended 31.03.2024 should not be less than ₹ 5,91,000/- year in similar activities (in case companies with multiple business interests).**
- (ix) Satisfactory / Completion Certificates and Purchase Order copies or LOI copies from clients etc from Central / State Govt. / PSU / Banks / Financial Institutions / Reputed MNC/ Private Companies etc for similar APFC panels.
- (x) The applicant must comply to Bank's terms for Payment, delivery, rate contract and penalty
- (xi) The applicant must comply to Bank's Technical terms and conditions.
- (xii) Firm must have GST registration.
- (xiii) Applicant should have offices/sales offices & maintenance centres in Mumbai
- (xiv) Having sufficient number of experienced personnel, technical know- how, equipment, instruments and other resources, to complete the project well in time with superior quality of materials & workmanship as per standard specifications.
- (xv) Applications by those Manufacturers / Suppliers who do not submit performance certificate from their previous employers are liable to be summarily rejected.

Interested and eligible firms may upload the applications with all the necessary certificates, EMD and documents including price bid as per the enclosed Checklist.

Bidders have to keep checking our website for any additional instructions/ Addendum, till tender submission time. Bidders who submit applications without attaching the addendum if any will be rejected.

Following Data to be filled by the bidder:-

1	a) Name of the applicant / organization b) Address of the Registered Office (Phone Nos, Fax Nos & Email ID & Contact Person)	
2	Year of establishment	
3	Type of the organization (Whether sole proprietorship, Partnership, Private Ltd. or Ltd. Co. etc.) (Enclose certified copies of documents as evidence),	
4	Name & qualification of the Proprietor / Partners / Directors of the Organization / Firm a) b) c) Enclose certified copies of document as evidence	
5	Details of registration – Whether Partnership firm, Company, etc. Name of Registering Authority, Date and Registration number. Enclose certified copies of document as evidence	
6	Whether registered with Government / Semi – Government / Municipal Authorities of any other Public Organization and if so, in which class and since when? (Enclose certified copies of document as evidence)	
7	a. No. of years of experience in the field and details of work in any other field. b. Whether ISO certified, furnish the details.	
8	Area of business activities other than manufacturing of chairs, if any, and place of business.	
9	Registration of firm under Shop & Establishments Act, 1948	
10	[a] Yearly turnover of the organization during last 3 financial years (year wise) (Avg. turnover of last 3 years should not be less than ₹5,91,000/-) and furnish audited Balance	

	<p>Sheet and Profit & Loss A/c for the last –3- financial years.</p> <p>[b] Average turnover in</p> <p>2021-2022</p> <p>2022-2023</p> <p>2023-2024</p>	
11	<p>Name & Address of Bankers</p> <p>(Latest Solvency certificate from a Bank issued within last 3 months to be enclosed for indicating satisfactory financial capacities of the organization)</p>	<p>1.</p> <p>2.</p> <p>3.</p>
12	Enclose copy of acknowledge of latest income tax return filed with I.T. authorities.	
13	PAN No.	
14	Details of registration for sales tax.	
15	GST Registration No.	
17	Detailed description and value of works done (Proforma-1) and works on hand (Proforma-2)	
18	Empanelment with other Companies/PSUs	
19	<p>Other infrastructural information to be used/ referred for this project (Proforma-4)</p> <p>List of available plants, machineries, equipment's etc.</p>	
20	Furnish the names of –3- responsible persons along with their designation, address, Tel.No. etc., for whose organization, you have completed the above mentioned jobs and who will be in a position to certify about the performance of your organization.	<p>1.</p> <p>2.</p> <p>3.</p>
21	<p>Whether any Civil Suit / litigation arisen in contracts executed / being executed during the last 10 years. If yes, please furnish the name of the project, employer, Nature of work, Contract value, work order and brief details of litigation.</p> <p>Give name of court, place, and status of pending litigation.</p>	
22	Information relating to any litigation is pending before any Arbitrator for adjudication of any litigation or else any litigation was disposed off	

	during the last ten years by an arbitrator. If so, the details of such litigation are required to be submitted.	
23	Have you been ever disqualified (blacklisted) or levied penalty by any bank/PSU in past 10 years for non-fulfillment of the contractual obligations. If yes, please provide details.	
24	Applications of agencies who failed to fulfill their commitments to bank during the currency of their previous contract for any procurement shall not be considered for evaluation of this prequalification. A self-declaration in this regard to be furnished by the bidder	
25	Have you in past carried out any work for Bank of Baroda or its subsidiaries? If yes, give details.	
26	Escalation Matrix along with details of communications	
	<p>The Bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017.</p> <p>or</p> <p>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)</p> <p>(signed documents from authorized representative of bidder)</p>	

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

The technical bids of only those bidders who fulfill the above mentioned eligibility criteria will be evaluated. The Technical Proposal submitted by the Bidder will be evaluated as per the criteria specified mentioned below:

Technical Bid Evaluation Criteria:

PROFORMA – 1

LIST OF PROJECTS EXECUTED BY THE ORGANISATION DURING LAST 7 YEARS

(Minimum Value of Work done not less than ₹ 7,88,000/- in one year)

Notes:

Sl No	Name of work with address.	Name & full postal address of the owner. Specify	Contract Amount In Rs.	Stipulated time of completion (Years)	Actual time of completion (years)	Any other relevant information. Actual amount of the Project, if increased, give reasons.	Enclose clients certificate for satisfactory completion .
1	2	3	4	5	6	7	8

- 1) Information has to be filled up specifically in this format. Please do not write remark “ As indicated in brochure”.
- 2) Date shall be reckoned as on **30.04.2024**
- 3) For certificates, the issuing authority shall not be less than an Executive in charge.

PROFORMA - 2**LIST OF IMPORTANT WORKS ON HAND Min Value of work (₹ 7,88,000/-)**

Sl. no	Name of work/ project with address.	Name & full postal address of the owner. Specify whether Govt. undertaking along with name, address and contact nos. of -2- persons (top officials of the organization)	Contract Amount In Rs. with copy of Work Order & completion certificate from project in- charge.	Stipulated time of completion (Years)	Present status of the project	Any other relevant Information.
1	2	3	4	5	6	7

Note:

Information has to be filled up specifically in this format. Please do not write remark “ As indicated in Brochure”.

I/We confirm that to the best of my knowledge this information is authentic and accept that any deliberate concealment will amount to disqualification by the Bank at any stage.

Commercial Bid Evaluation

The commercial bids of only those bidders who qualify in 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 RFP and other documents circulated to the bidder and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the bidder must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents. The Bank shall not be responsible for any assumptions made by the bidder and the Bank's interpretation will be final.

- i. The 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 RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP

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
General Manager & Head
Bank of Baroda,
BCC Building

Sir,

Sub: Supply, Installation, Testing & Commissioning of 2 x 400 KVAR new Hybrid APFC panels + 120 KVAR Static VAR generator including buy back of old existing APFC panel at Bank Of Baroda Sun Tower Building, BKC, Mumbai.

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

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

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

Please strike off whichever is not applicable

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

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

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

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

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

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

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

List of documents enclosed:

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

Annexure 04- Bid Security Letter (Earnest Money Deposit)

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

To,
General Manager & Head
Bank of Baroda,
BCC Building

Sub: Supply, Installation, Testing & Commissioning of 2 x 400 KVAR new Hybrid APFC panels+ 120 KVAR Static VAR generator including buy back of old existing APFC panel at Bank Of Baroda Sun Tower Building, BKC, Mumbai.

Dear Sir,

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

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

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

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

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

1. We....., undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time to the extent of Rs.....(Rupeesonly) an amount equivalent to the EMD against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the vender . any of the terms and conditions contained in the RFP and in the event of the VENDOR commits default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the RFP or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs.....(Rupees..... only) as may be claimed by you on account of breach on the part of the VENDOR of their obligations in terms of the RFP.
2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the VENDOR has committed any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee but will pay the same forthwith on your demand without any protest or demur.

3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the VENDOR after expiry of the relative guarantee period of the RFP and after the VENDOR had discharged all his obligations under the RFP and produced a certificate of due completion of work under the said RFP and submitted a "No Demand Certificate "provided always that the guarantee shall in no event remain in force after the day of Without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. Should it be necessary to extend Bank Guarantee on account of any reason whatsoever, we undertake to extend the period of Bank Guarantee on your request under intimation to the VENDOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without affecting Bank Guarantee from time to time to vary any of the terms and conditions of the RFP or extend the time of performance of the RFP or to postpone any time or from time to time any of your rights or powers against the VENDOR and either to enforce or forbear to enforce any of the terms and conditions of the said RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the VENDOR or any other forbearance, act or omission on your part or any indulgence by you to the VENDOR or by any variation or modification of the RFP or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs.....(Rupees.....only) as aforesaid or extend the period of the guarantee beyond the said day of unless expressly agreed to by us in writing.
6. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the VENDOR or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the VENDOR.
7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the VENDOR hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
8. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the VENDOR from time to time arising out of or in relation to the said RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by courier, telex, fax, e-mail or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
10. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees here before given to you by us (whether jointly with others or alone) and now existing un-cancelled and that Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. The Bank Guarantee shall not be affected by any change in the constitution of the VENDOR or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
12. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
13. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the VENDOR.
14. Notwithstanding anything contained herein above;

- i) our liability under this Guarantee shall not exceed Rs.....(Rupees.....only);
- ii) this Bank Guarantee shall be valid up to and including the date and
- iii) we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.

15. We have the power to issue this Bank Guarantee in your 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.

For and on behalf of

Branch Manager

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,

General Manager & Head
Bank of Baroda,
BCC Building
Sir,

Sub: Supply, Installation, Testing & Commissioning of 2 x 400 KVAR new Hybrid APFC panels+ 120 KVAR Static VAR generator including buy back of old existing APFC panel at Bank Of Baroda Sun Tower Building, BKC, Mumbai.

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.

1. 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).

2. 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.

3. 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.

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

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

in the capacities of: (insert legal capacities 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

General Manager & Head
Bank of Baroda,
BCC Building

Sir,

Sub: Supply, Installation, Testing & Commissioning of 2 x 400 KVAR new Hybrid APFC panels+ 120 KVAR Static VAR generator including buy back of old existing APFC panel at Bank Of Baroda Sun Tower Building, BKC, Mumbai.

Having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to Supply, Installation, Testing & Commissioning of 2 x 400 KVAR new Hybrid APFC panels including buy back of old existing APFC panel. 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.

1. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.
2. 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.
3. All 'Bill of Material' line items have been quoted as per requirement in Commercial Bid format without any deviation.
4. Commercial Bid (Annexure 09) have been submitted without any deviation.
5. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. 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)
7. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
8. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by20

Yours faithfully,
Authorized Signatory

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

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:

RFP name and no:

Contact Person from Respondent in case of need.

Name :

Tel No:

e-Mail ID:

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

Authorized Signatory

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

Annexure 07- Conformity Letter

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

To
General Manager & Head
Bank of Baroda,
BCC Building
Sir,

Sub: Supply, Installation, Testing & Commissioning of 2 x 400 KVAR new Hybrid APFC panels+ 120 KVAR Static VAR generator including buy back of old existing APFC panel at Bank Of Baroda Sun Tower Building, BKC, Mumbai.

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

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Annexure 08- Project Details and Scope of Work

A. Project Scope

Bank of Baroda invites applications from Suppliers/ Manufacturers having offices and service facilities in Mumbai for Supply & installation of 2 x 400 KVAR new Hybrid APFC panels + 120 KVAR Static VAR generator including buy back of old & existing APFC panels at Bank of Baroda Corporate Office, Baroda Sun Tower Building, BKC, Mumbai. Applicants who fulfill the eligibility criteria as detailed above need only apply. Duly completed applications in the prescribed format with required documents etc. should be uploaded before last date of submission.

B. Detailed Scope of work :

SALIENT POINTS TO BE NOTED BY THE BIDDERS FOR COMPLIANCE:-

1. Disconnecting of the existing 2 x 600 KVAR APFC
2. Bidder should submit the Buy Back price of the existing 2 x 600 kVAr APFC Panel.
3. Reuse of existing power cables and feeders from the Main LT Panel 1 & 2 respectively.
4. Use of new CT for new Hybrid Replacement of 2 x 600 KVAR APFC Panel by 2 x 400 KVAR new Hybrid APFC panels + 120 KVAR Static VAR generator.
5. Bidder should submit of Manufacturer Authorization Form (MAF) from the OEM/OSD.
6. No extra payment will be given to the contractor. **All inclusive rates to be quoted except GST.**
7. The scope of work is to carry out for the Supply & installation of 2 x 400 KVAR new Hybrid APFC panels + 120 KVAR Static VAR generator including buy back of old & existing APFC panels at Bank of Baroda Corporate Office, Baroda Sun Tower Building, BKC, Mumbai,
8. Replacement of faulty/ failure capacitor banks and upkeep the system 24X7X365 days.
9. The work has to be started within 7 (Seven) Days from the date of receipt of work order/ mark out at site; whichever is later. In case of work not being started within this stipulated period, the bank reserves the right to cancel the work order duly forfeiting the Earnest money deposit
10. Bank has the right to offer the contractor to modify the old material wherever/ whenever necessary instead of new supplies
11. The contractor should fulfill the labour regulation guidelines stipulated by the governments
12. No advance payment in any form will be granted for the works proposed
13. Period of taking up the final bill will be one month from/ after satisfactory virtual completion or the date of submission of the final bill whichever is later.
14. The Bank shall at all reasonable times have free access to the work site and / or to the workshop, factories, or other places where materials are lying or from where they are obtained and the contractor shall give every facility to the BOB/Architect/consultant and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by the BOB except the representative of Public authorities shall be allowed on the work at any time. The proposed work either during its construction stage or its completion can also be inspected by the Chief Technical Examiner's Organization a wing of Central Vigilance commission.
15. All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with Architect/consultant instructions and shall be subject from time to time to such tests as the Architect/consultant may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory. The contractor shall provide such assistance, instruments, machinery, labor, and materials as are normally required for examining measuring sampling and testing any material or

part of work before incorporation in the work for testing as may be selected and required by the Architect/consultant.

16. All samples of adequate numbers, size, shades & pattern as per specifications shall be supplied by the contractor without any extra charges. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site detailed literature / test certificate of the same shall be provided to the satisfaction of the Bank. Before submitting the sample / literature the contractor shall satisfy himself that the material / equipment for which he is submitting the sample / literature meet with the requirement of tender specification. Only when the samples are approved in writing by the Bank the contractor shall proceed with the procurement and installation of the particular material / equipment. The approved samples shall be the signed by the Bank for identification and shall be kept on record at site office until the completion of the work for inspection / comparison at any time.
17. The cost of making any test shall be borne by the contractor if such test is intended by or provided for in the specification or BOQ.
18. Warranty/Defects Liability Period:- 1 years onsite replacement warranty from the date of commissioning

A. Automatic Power Factor Correction (APFC): -

APFC panels, or Automatic Power Factor Correction panels, are essential electrical control systems designed to manage and enhance the power factor of a facility's electrical network. Power factor is a critical parameter that reflects the efficiency of power utilization. It is the ratio of real power (in kilowatts) to apparent power (in kilovolt-amperes) in an electrical system. A low power factor indicates that a significant portion of electricity is being wasted, resulting in increased energy bills and environmental impact.

APFC panels are equipped with capacitors and intelligent controllers that automatically analyze the power factor and adjust the reactive power compensation to ensure it remains at an optimal level, typically close to unity (1).

B. Capacitor Banks: These consist of capacitors that store and release reactive power to offset the inductive load and improve the power factor.

C. Controller Unit: The controller continuously monitors the power factor and activates or deactivates capacitors as needed to maintain the desired power factor.

D. Total Harmonic Distortion (THD): - Total harmonic distortion (THD) is the amount of harmonics on a line compared to the line fundamental frequency. The THD considers all of the harmonic frequencies on a line. THD can be related to either current harmonics or voltage harmonics.

The presence of harmonics complicates the power factor. The distortion power factor is the ratio of true power to apparent power due to THD. Capacitors cannot be added to a circuit to compensate for the distortion power factor. The impedance of capacitors decreases with frequency. Therefore, a capacitor can become a sink for high-frequency harmonics. Special types of transformers or tuned harmonic filters consisting of capacitors and inductors are used to correct distortion power factor.

The specifications given are minimal. Bidders can quote equivalent or higher technical specifications to meet the Bank's requirements.

Technical Compliance Sheet

S.No.	Description	Specification	Vendor Remark / Acceptance
A	Exact Requirement	Replacement of 2 x 600 KVAR APFC Panel by 2 numbers of 400 KVAR new Hybrid APFC panels + 120 KVAR Static VAR generator	
i	Total KVAR	400 KVAR AT 415 VOLT (REFER SLD) 535 KVAR AT 525V	
ii	Main Switch/Isolator	800A, FP, ACB, 50 KA, LSIG with E/F	
iii	Outgoing feeders	134 KVAR capacitor, 250A, 4P SFU, 50 KA, & 7% detuned reactor – 2 Nos	
		66.6 KVAR capacitor, 160A, 4P SFU, 50KA, & 7% detuned reactor - 2 Nos	
		120 KVAR STATIC VAR GENERATOR, 250A 4P MCCB – 1 Nos	
iv	Forced cooling arrangement for Capacitors	Required	
1.	Material of Construction		
1.2	Capacitor	525 Volts, Gas filled type, make as per approved make list	
2.	Capacitor Voltage	525V +10%	
3.	Capacitor Bank		
3.1	Make	EPCOS/ Schneider / Electronicon/Neptune/ equivalent	
3.2	Capacitor Type	Heavy Duty	
3.3	Discharge element & time	Resistor	
3.4	Time taken for residual voltage to 50V or less (Less than 25 ms for thyristor)	Vendor to Indicate	
3.5	Method of Connection	Vendor to Indicate	
3.6	Heat Losses	Vendor to Indicate	
3.7	Watt Loss/KVAR (Including Loss on Discharge resistor)	Vendor to Indicate	
3.8	Voltage	525V + 10%	
3.9	Temp. Category	Vendor to specify	
3.10	Di-electric	Vendor to Specify	
3.11	Over voltage	Vendor to specify	
3.12	Over current	Vendor to Specify	

3.13	Max. Inrush current	Vendor to specify	
4.	Reactors		
4.1	Make	Schneider / EPCOS / Unity	
4.2	Type	Detuned 7% @ 189 Hz	
4.3	Voltage drop at R1-R2, Y1-Y2, B1-B2 terminals of reactor	Vendor to Indicate	
4.4	Winding	Aluminum	
5.	Thyristor Element		
5.1	Make	Seimkron / EPCOS / Schneider /Neptune/equivalent	
5.2	PIV	Minimum 1800V	
5.3	Zero Crossing	Vendor to Indicate	
6.	Automatic PF controller		
6.1	Make	EPCOS / Schneider/Unity	
6.2	Model no.	Vendor to indicate	
6.3	Features	Vendor to indicate	
		a.RS-485 com. Port	
		b. Dual Mode (Utility & DG)	
		c. Harmonic Measurement	
7	Static VAR Generator	Applicable for HYBRID panel	
7.1	Make	EPCOS / Schneider / Unity Controls	
7.2	Construction	Modular	
	Design	Stepless & must be of 3 level (12 IGBT)	
	Response times	Must be less than 20 mil second	
	watt loss	Must be less than equal to 25 watt/KVAR	
	SVG capability to compensate lead & lag PF	Required with accuracy less than 1 KVAR.	
	Voltage of SVG 415V +15%	Required	
	FSU	As per SLD	
	Make	Siemens/ABB/Schneider	
	Type	3KL	
	Model no.	Vendor to specify	
	Fixed / Draw out	Fixed	

	MCCB	As per SLD	
	Make	Siemens/ABB/Schneider	
	Type	TH	
	Model no.	Vendor to specify	
	Fixed / Draw out	Fixed	
7.	Replacement of 2 x 600 KVAR APFC Panel by 2 x 400 KVAR new Hybrid APFC panels Panel		
7.1	Dimensions		
	Length(mm)	Vendor to indicate	
	Depth(mm)	Vendor to indicate	
	Height(mm)	Vendor to indicate	
7.2	Weight (kg)	Vendor to indicate	
7.3	Dimensional drawing	Required	
7.4	Instrument operating level	300mm to 900mm	
7.5	Degree of Protection	IP-42	
7.6	Cooling arrangement for panel wire	Louvers with mesh and/or exhaust fans	
7.7	Cable entry to panel	Top	
7.8	Cable gland and lugs	By Purchaser	
7.9	Distance of gland plate from incoming switch terminal	Min. 600mm	
7.10	Distance of gland plate from incoming switch terminal	Min. 600mm	
7.11	Thickness of gland plate	3.0mm Thick cold rolled undrilled removable type	
7.12	Construction	Single / Double front with rear access, compartmentalized, Semi drawout type	
7.13	Lifting Arrangement	Lifting arrangement provided; Lifting must be done with the help of Slings only (Laid from bottom to top covering entire panel)	
8.	Busbars		
8.1	Material	Electrolytic aluminum with C.D @ 0.8 A/sq.mm.	
8.2	Fault level	50KA for 1 sec with design ambient of 50°C	
8.3	Temperature rise over design ambient	Vendor to Indicate	
8.4	Cross section for each bus	2 x 125 x 10mm Al.	

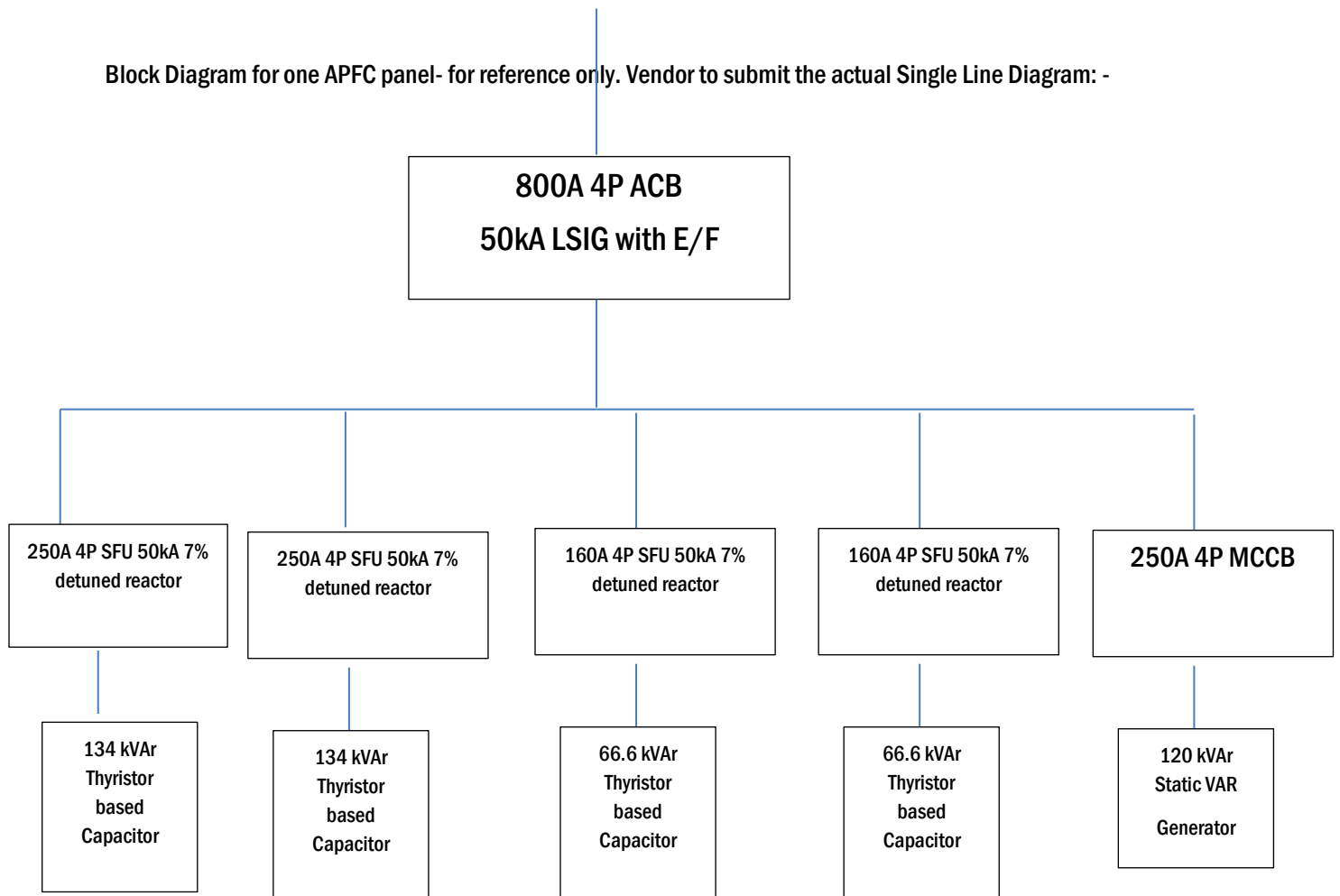
9.	Earth Busbar	Running Through out length of panel	
9.1	Material	EC grade aluminum	
9.2	Size	50 X 6 mm	
10.	Earthing	2 Nos. External earth terminals shall be provided.	
11.	Painting		
11.1	Pre-treatment	Seven tank.	
11.2	Paint	Epoxy polyester powder coating.	
11.3	Finish	Powder coating type with 70 micron thickness.	
11.4	Paint Shade	RAL-7035	
12.	Auxiliary Power Decommissioning of existing 600 kVAr x 2 nos APFC panels and Supply		
12.1	AC Decommissioning of existing 600 kVAr x 2 nos APFC panels and Supply	230 V AC	
12.2	DC Decommissioning of existing 600 kVAr x 2 nos APFC panels and Supply	Not applicable	
13.	Heat Load	Vendor to Specify	

NOTE:-

1. We have specified requirement of on line harmonic measurement (individual & THD). If Controller does not have this facility then separate meter shall be provided.
2. Vendor has to submit commissioning report.
3. Vendor to submit commissioned Single Line Diagram of the Panel

***- Bank has got the right to cross verify the above specifications quoted by the Bidder from its Original Equipment Manufacturer (OEM).**

Block Diagram for one APFC panel- for reference only. Vendor to submit the actual Single Line Diagram: -



I. General Terms related to this scope & RFP:

- Under no circumstances Bank will be liable for any payment, claim, conveyance or compensation (including but not limited to compensation on account of travel/injury/death/ termination) of any nature to the employees and personnel of the service provider.
- Will be liable to bank for any and all losses of any nature whatsoever arisen directly or indirectly by negligence, incompetency, dishonest, criminal or fraudulent act of any of the representatives and employees of the service provider while providing the services to the bank.
- Any damages caused to Bank property due to vendor's representative's negligence shall be passed on the Service provider account
- Service Provider shall get completed all the jobs within stipulated timeline.

II. Contract period: Time is the essence of the contract. The work should be completed in Six (6) weeks from the date of the work order issued to the contractor to commence the work. The successful Contractor will have to give schedule of various activities (CPM/PERT/BAR chart etc.) to be done so that the work gets completed within the stipulated time. The chart shall be submitted within 7 days from the date of acceptance of the tender.

III. Liquidated Damages

0.50% per day of delay subject to maximum 5% of the contract value will be levied on the contractor in case failing to complete the assigned task within the contract period.

IV. Payment Terms:-

- No advance is payable.
- 70% will be payable after delivery of material at site with all required documentation, test certificates as may be required and its verification/ inspection. Payment will be released by our office on production of following documents.
 - Original copy of GST Invoice.
 - Original copy of Delivery Challan.
 - Verification of the material by the Bank/Consultant.
 - Factory Test Report of the material used at Site & acceptance from Bank.
 - Material gate pass copy with quantity.
 - You shall make necessary arrangements for road permit etc, if any.
- The remaining 30% will be payable upon the completion of installation, testing, and commissioning of 2 x 400 KVAR new Hybrid APFC panels, including the dismantling/buying back/removing debris of 2 x 600 KVAR APFC Panels.
- Payment shall be made by way of Electronic fund transfer and the bill will be paid by Respective Branches /Offices. Firm should furnish details of the bank, a/c no, IFSC code.



V. 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

S. No.	DESCRIPTION	UNIT	Qty	Rate in Rs) (Excl GST)	AMOUNT (in Rs) (Excl GST)
1.	SITC of 2 x 400 KVAR new Hybrid APFC + 120 KVAR Static VAR generator panels along with Decommissioning and buy back of existing 600 kVAr x 2 nos APFC panels at Bank of Baroda Sun Tower Building. The Scope of work includes controller, capacitors, relay, contactors, breakers, meters, indicator lights, switches, onsite maintenance, obtaining statutory approval from concerned authorities all as a package.				
A	400 KVAR Hybrid APFC Panel + 120 KVAR Static VAR generator (As per the technical specifications) having	Nos	2		
B	Buy back for the Existing 600kVAr APFC panel	Nos	2		
Grand Total = A-B					

NOTE: Lowest rate (L1) shall be evaluated based on Grand total.

1. Above price should be inclusive of each and every charges and salutatory approvals. Bank should not be liable to pay any extra charges beyond price quoted above.
2. **Rates quoted shall be excluding GST, applicable as per the guidelines of the Govt. of India.**
3. While quoting the prices, the quality of material and works shall be confirming to the applicable standards.

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

Bank of Baroda,
BKC-C, Sun Tower, 34, G Block Rd,
BKC, Bandra Kurla Complex,
Bandra East, Mumbai, Maharashtra 400051

WHEREAS M/S (Name of Bidder) a Company registered under the Indian Companies Act, 1956 and having its Registered Office at (Please provide complete address) (hereinafter referred to as "Bidder") was Bandra Kurla Complex

Awarded a contract by Bank of Baroda (the Bank) vide their Purchase Order no. dated (Hereinafter referred to as "PO") for

AND WHEREAS, in terms of the conditions as stipulated in the PO and the Request for Proposal document No. Dated For

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

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

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

1. We..... do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep

- you indemnified from time to time and at all times to the extent of Rs./-(Rupeesonly) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the Bidder of any of the terms and conditions contained in the PO and RFP / SLA and in the event of the Bidder committing default or defaults in carrying out any of the work or discharging any obligation under the PO or RFP document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs......./-(Rupees only) as may be claimed by you on account of breach on the part of the Bidder of their obligations or default in terms of the PO and RFP.
2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the Bidder has committed any such breach/ default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by Bank of Baroda shall be conclusive as regards the amount due and payable by us to you.
 3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the Bidder after expiry of the relative guarantee period provided always that the guarantee shall in no event remain in force after (date) without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
 4. You will have the fullest liberty without our consent and without affecting our liabilities under this Bank Guarantee from time to time to vary any of the terms and conditions of the PO and RFP or extend the time of performance of the contract or to postpone for any time or from time to time any of your rights or powers against the Bidder and either to enforce or forbear to enforce any of the terms and conditions of the said PO and RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Bidder or any other forbearance, act or omission on your part or any indulgence by you to the Bidder or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs./-(Rupees..... only) as aforesaid or extend the period of the guarantee beyond the said (Date) unless expressly agreed to by us in writing.
 5. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the Bidder or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the Bidder.

6. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Bidder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
7. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the Bidder from time to time arising out of or in relation to the PO and RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
8. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
9. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to you by us (whether jointly with others or alone) and now existing enforce and this Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
10. The Bank Guarantee shall not be affected by any change in the constitution of the Bidder or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
11. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the Bidder shall have no claim against us for making such payment.
13. Notwithstanding anything contained herein above;
 - a. our liability under this Guarantee shall not exceed Rs./- (Rupeesonly)
 - b. this Bank Guarantee shall be valid and remain in force upto and including the date and
 - c. we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
14. We have the power to issue this Bank Guarantee in your 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 Vadodara 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 Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400051, hereinafter for brevity sake referred to as “Bank” (which expression shall, unless repugnant to the context or meaning, include its successors and assigns) of the one Part;

AND

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

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

WHEREAS

Bank of Baroda is one of the largest public sector banks (PSU) in India with a branch network of over 8100+ branches in India and 95+ branches/ offices overseas including branches of our subsidiaries, distributed in 15+ countries. Bank desires to select a Service Provider forAnd had invited offers.

In response to RFP no ----- dated ----- issued by Bank, the Service Provider also submitted its offer and has represented that it is engaged in the business 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. SLA means Service Level Agreement

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

The work should be completed in Three (3) weeks from the date of the work order issued to the contractor to commence the work.

6. DOCUMENTATION

The Service Provider shall Decommissioning of existing 600 kVAR x 2 nos APFC panels and 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

- No advance is payable.
- 70% will be disbursed upon supply, with the remaining 30% to be paid upon the completion of installation, testing, and commissioning of 2 x 400 KVAR new Hybrid APFC panels, including the replacement of 2 x 600 KVAR APFC Panels.

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, statements and business / customer information which may be communicated to or come to the knowledge of Service Provider or Service Provider's employees during the course of discharging their obligations shall be treated as absolutely confidential and Service Provider irrevocably agrees and undertakes and ensures that Service Provider and its employees shall keep the same secret and

confidential and not disclose the same, in whole or in part to any third party without prior written permission of BOB. The Service Provider shall not use or allow to be used any information other than as may be necessary for the due performance by Service Provider of its obligations hereunder.

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

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

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

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

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

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

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

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

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

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

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

- In any dispute over whether information or matter is Proprietary Information or not mentioned herein, it shall be the burden of Service Provider to show that such contested information or matter is not Proprietary Information within the meaning of this Agreement, and that it does not constitute violation under any laws for the time being enforced in India.

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

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

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. 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.

14. 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.
- Decommissioning of existing 600 kVAr x 2 nos APFC panels and 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.

15. 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 MUMBAI 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 MUMBAI 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.

16. 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.

17. LIMITATION OF LIABILITY

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



regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.

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

Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Service Provider as part of procurement under the Agreement.

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

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

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

18. PUBLICITIES

Any publicities 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.

19. 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.

20. 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.

21. 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.

22. 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 capacities, 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.

23. 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.

24. 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 capacities, 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.

25. MISCELLANEOUS

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

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

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

The addresses referred to hereinabove are:

If to the Bank of Baroda:

Zonal Head (General Manager), Name of the Zone



If to the

Address _____

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:

Name:

Designation:

Designation:

Witness 1 :

Witness 1 :

Witness 2 :

Witness 2 :