

**Tender for GPA and DOLP renewal on
1st April 2025 of M/s Bank of Baroda**

DISCLAIMER

The information contained in this Tender document or information provided subsequently to bidder(s) or applicant(s) whether verbally or in documentary form by or on behalf of Bank of Baroda, is provided to the bidder(s) on the terms and conditions set out in this Tender document and all other terms and conditions subject to which such information is provided. This Tender document is not an agreement and is not an offer or invitation by Bank of Baroda to any parties other than the applicant(s) who are qualified to submit the bids (hereinafter individually and collectively referred to as Bidder or Bidders, respectively). The purpose of this Tender is to provide the Bidders with information to assist the formulation of their proposals. This Tender does not claim to contain all the information each Bidder requires. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this Tender. Bank of Baroda makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Tender. The information contained in the Tender document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder requires. Bank of Baroda does not undertake to provide any Bidder with access to any additional information or to update the information in the Tender document or to correct any inaccuracies therein, which may become apparent.

Bank of Baroda reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this Tender and/or the bidding process, without assigning any reasons whatsoever. Such change will be published on the Bank's Website www.bankofbaroda.com and it will become part and parcel of Tender.

Bank of Baroda in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender. Bank of Baroda reserves the right to reject any or all proposals received in response to this Tender document at any stage without assigning any reason whatsoever. The decision of Bank of Baroda shall be final, conclusive and binding on all the parties.

The bidder shall bear all the costs associated with or relating to the preparation and submission of the bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to the bid. All such costs and expenses will remain with the bidder and the Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the bidding process.



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Important Definitions/ Clarifications:

1. "Bank" means Bank of Baroda
2. "Broker" means Marsh India Insurance Brokers Pvt. Ltd
3. "Recipient", "Respondent", "Vendor", "Agency" and "Bidder" means respondent to this Tender Document
4. Party to the bid can be "Company", "Limited Liability Partnership", "Firm", "Proprietor firm", "Partnership firm",
5. "Tender" means Tender Documents.
6. Words "Selected Bidder" means the applicant who is declared successful after completion of the Entire process of evaluation as defined under this Tender.
7. "MIIBL" means Marsh India Insurance Brokers Pvt. Ltd

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 bidder 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 shall be held responsible for any misuse of information contained in the document in the event that such a circumstance is brought to the notice of the Bank. By downloading/using the document, the interested party is subject to confidentiality clauses.

Bank Profile

Bank of Baroda is an Indian state-owned banking and financial services Public Sector undertaking Bank having Head Office in Vadodara in Gujarat, India. It is the one of the largest Public sector bank in India, it has a corporate office in the Mumbai.

The bank was founded by the Maharaja of Baroda, Maharaja Sayajirao Gaekwad III on 20 July 1908. The bank, along with 13 other major commercial banks of India, was nationalized on 19 July 1969, by the Government of India and has been designated as a profit-making public sector undertaking (PSU).

Key Milestones

1. Bank of Baroda opened its first overseas branch in Mombasa, Kenya in the year 1953.
2. Bank of Baroda in 1963, acquired Surat Banking Corporation in Surat, Gujarat.
3. In 1965, Bank of Baroda opened a branch in Guyana.
4. In 1969, the Indian government nationalized 14 top banks including BOB. As per GOI gazette, Vijaya Bank and Dena Bank were amalgamated with BOB w.e.f. 01.04.2019



A. Subsidiaries as on 31.12.2024:

i) Domestic Banking Subsidiary:-

1. The Nainital Bank Limited

ii) Foreign Banking Subsidiaries:-

1. Bank of Baroda (Kenya) Limited
2. Bank of Baroda (Uganda) Limited
3. Bank of Baroda (Guyana) Inc.
4. Bank of Baroda (UK) Limited.
5. Bank of Baroda (Tanzania) Limited
6. Bank of Baroda (New Zealand) Ltd.
7. Bank of Baroda (Botswana) Limited

iii) Domestic Non- Banking Subsidiaries:-

1. BOB Capital Markets Limited
2. BOB Cards Ltd (formerly known as BOB Financial Solutions Limited)
3. Baroda Global Shared Services Ltd
4. Baroda Sun Technologies Ltd.
5. Baroda BNP Paribas Asset Management India Private Limited
6. Baroda BNP Paribas Trustee India Private Limited
(formerly known as Baroda Trustee India Private Limited)
7. India First Life Insurance Company Limited

B. Associates:-

Regional Rural Banks:-

1. Baroda U P Bank
2. Baroda Rajasthan Kshetriya Gramin Bank
3. Baroda Gujarat Gramin Bank

i) Foreign Non- Banking Step-down Subsidiary:-

1. Baroda Capital Markets (Uganda) Limited. (Subsidiary of Bank of Baroda Uganda Ltd.)

ii) Others:-

1. Indo Zambia Bank Limited

C. Joint Ventures:-

1. India International Bank (Malaysia) Bhd.
2. India Infra debt Limited



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Domestic Operations

Bank of Baroda offers a wide range of services to their customers in India and abroad. Apart from the Loans, Deposits, Credit and Debit Cards, Bank of Baroda offers other services to make financial dealings easy and convenient for their retail customers.

- Demat
- Baroda Health
- Remittances (Baroda Money Express)
- Collection Services
- ECS (Electronic Clearing Services)
- Government Business (PPF, DSRGE, Tax Collections and Savings Bonds)

In addition to the loans and advances offered by Bank of Baroda, there are other value-added services that it provides to its corporate customers. The services offered are listed as follows:

- Appraisal & Merchant Banking
 - Appraisal
 - Loan Syndication
 - Other Consultations
- Cash Management & Remittances
 - Cash Management Service
 - Remittances & Collection

Services offered in addition to loans and advances under Rural Banking include:

- Remittances
- Collection Services
- Pension Services

Treasury Operations:

The Bank operates its treasury operations from a state of the-art dealing room at its Corporate Office in Mumbai. The treasury is a prominent player in various markets such as foreign exchange, interest rates, fixed income, money market, derivatives, equity, currency and interest rate futures and other alternate asset classes. The Bank offers various services like interest rate swaps, currency swaps, currency options and forward contracts through authorized branches dealing in foreign exchange across India.

Treasury maintains the regulatory requirements of CRR and Statutory Liquidity Ratio (SLR) and manages the surplus/ deficit funds. Treasury borrows/invests in money market and capital market instruments as part of fund management operations.

Bank of Baroda also has a wide range of services specifically catering to the NRI community:

Deposit Products

- Baroda NRE Salary Savings Account
- Rupee Linked Foreign Currency Deposit Scheme
- Foreign Currency Linked Rupee Deposits (FCLRD)
- Foreign Currency Non Resident B Term Deposit
- Baroda Advantage Fixed Deposits NRO-Non Callable
- Baroda Premium NRE Savings Bank Account

परिचालन एवं सेवाएँ विभाग, Operations & Services Department



- NRE Rupee Current Account
- NRE Rupee Fixed Deposits
- NRE Rupee Savings Account
- NRO Rupee Current Account
- NRO Rupee Fixed Deposits
- NRO Rupee Savings Account
- Resident Foreign Currency A/C - for NRIs returning to India
- RFC Domestic Account GCO for Resident Indians

Loan Facilities to NRIs

- Baroda Car Loan for NRI/PIOs
- Baroda CRE Home Loan for NRI/PIOs
- Baroda Home Improvement Loan for NRI/PIOs
- Baroda Home Loan
- Baroda Home Loan Advantage for NRI/PIOs
- Loan Against FCNR (B) Deposits in Foreign Currency in India
- Loans Against FCNR (B) Deposits in Rupees
- Baroda Top Up Loan for NRI/PIOs
- Loans/Overdrafts Against Security of Non-Resident
- Mortgage Loan

International Operations

The Bank has -84- overseas branches/offices across -17- countries comprising of -39- overseas branches/offices (including -1- International Banking Unit in GIFT City, Gandhinagar, Gujarat, India, -9- EBSUs in UAE and -1- Mobile Banking Unit in Mauritius), -45- branches of the Bank's -7- overseas subsidiaries. In addition, the Bank has one Joint Venture viz. India International Bank (Malaysia) Bhd. in Malaysia and one associate bank viz. Indo Zambia Bank Ltd. in Zambia with -37- branches.

Services

FGN Currency Credits
Correspondent Banking
Export Finance

Import Finance
FCNR (B) Loans
International Treasury

ECB
Trade Finance

For more details please visit Bank's website and Annual report at:

<http://www.bankofbaroda.com>



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Summary of the General Insurance Policies Due for Renewal on 1st April 2025

Sr. No	Name of the Policy	Details of the RFP/Tender Document
1	Group Personal Accident Insurance Policy - For Employees	Section 1
2	Directors & Officers Liability Insurance Policy	Section 2

Section 1 – Underwriting Details for Group Personal Accident Insurance Policy (For Employees)

Tender for Group Personal Accident Policy for Employees	
PARTICULARS	Covers
NAME OF INSURED	BANK OF BARODA
COMMUNICATION ADDRESS	Baroda Bhawan, 7th floor, R C Dutt Road Alkapuri, Baroda-390007
TYPE OF POLICY	Un-named Group Personal Accident Insurance Policy ✓
PERIOD OF INSURANCE	1st April 2025 to 31st March 2026 ✓
GEOGRAPHICAL AREA OF RISK	Global & 24 hours
BRANCH NETWORK AS ON 31.12.2024	Domestic Branches 8356 + Overseas Branches 84 + Administrative & Other Offices 261+
EMPLOYEES	74,786 as on 31.12.2024 (Including employees posted Overseas)
EMPLOYEES COVERED	All Indian Employees (Regular & Contractual) and Directors, whether posted in India or Abroad
TOTAL SUM INSURED	₹ 56,031/- Crore
OMISSION TO INSURER	1% (one percent)
UNDER INSURANCE	1% (one percent)
Coverages	
ACCIDENTAL DEATH	Grade Wise Sum Insured maximum up to Rs.5 Crore
PERMANENT TOTAL DISABLEMENT (PTD)	Grade Wise Sum Insured maximum up to Rs.5 Crore
PERMANENT PARTIAL DISABLEMENT (PPD)	Grade Wise Sum Insured maximum up to Rs.5 Crore
TEMPORARY TOTAL DISABLEMENT	Weekly benefit, 1% of Sum Insured or Max. of INR 5,000/- per week (100 Week)
AIR ACCIDENT	Sum Insured of INR 10 Lakh across all grades
Additional Coverages	
OMISSION TO INSURE	1%
UNDER INSURANCE	1%





CHILD EDUCATION BONUS	Education cover from Day 1 till 25 years age - 10% of entitled PAI Cover
AMBULANCE CHARGES	Maximum up to Rs. 50,000
FUNERAL EXPENSES	Maximum up to Rs. 50,000
TRANSPORTATION OF DEAD BODY	Maximum up to Rs. 50,000
ACCIDENTAL DEATH. IN CASE OF DEATH DUE TO ACCIDENT WHILE FLYING ON OFFICIAL DUTY, SPECIAL INSURANCE COVER OF RS.5 LAKH WILL BE PROVIDED IN ADDITION TO COVER MENTION ABOVE	5 Lakh
ACCIDENTAL BURNS	Covered
DISAPPEARANCE	Covered
DEATH, INJURY OR DISABLEMENT OF THE INSURED PERSON DUE TO SELF- EXPOSURE IN AN ATTEMPT TO SAVE HUMAN LIFE	Covered
DEATH RESULTING FROM PREGNANCY OR CHILD BIRTH	Covered
GIRL CHILD COVER FOR MARRIAGE	(Age 18-28 Years)- 10% of entitled PAI Cover
FAMILY TRANSPORTATION (COST OF TRAVEL INCURRED BY IMMEDIATE 2 FAMILY MEMBERS TO REACH THE PLACE OF ACCIDENT)	Maximum upto Rs. 10,000/-
REPATRIATION OF MORTAL REMAINS	Maximum upto Rs. 20,000/-
MODIFICATION OF RESIDENCE/VEHICLE	Maximum upto Rs. 50,000
HOME CONVALESCENCE BENEFIT	Maximum upto Rs. 50,000
DEATH DUE TO SNAKE BITE	Covered





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COVER FOR ACCIDENTAL DEATH UNDER THE INFLUENCE OF INTOXICATING LIQUOR OR DRUG WITHIN A PERMISSIBLE LIMIT BY LAW	Covered
IN CASE OF MISSING BODY/ PERSON, CLAIM SHOULD BE PAYABLE BY THE INSURER, ONCE THE CONCERNED AUTHORITY DECLARES THE PERSON DEAD/PRESUMED DEAD	Covered

Special Conditions:

1. Bank can report any claim within 24 months from date of accident.
2. Employee should be covered till 12.00 PM (mid-night) on date of separation of employment.
3. Quotes submitted by insurance companies will be opened by a Committee of Executives at our office, decision taken by the committee shall be final.
4. Bank may modify any terms & conditions of tender Document or rejects the complete tendering process at any time without assigning any reason/reasons.
5. All new employees shall be automatically covered from day one of joining. No claim should be rejected on the ground of employees are higher than insured employees as on specific date.
6. In case of promotion to higher cadre during the policy period, the employee should be automatically covered under higher category Sum Insured from the date of promotion. Bank will not provide any promotion related data to insurance company. In the event of a claim Bank will submit only system generated HR data sheet of the respective employee.
7. Bank will provide employee data to insurance company on quarterly basis for endorsements in the policy but the details relating to claims with respect to sum insured should be on the basis of updated declaration sent next quarter on routine basis. Bank will maintain CD balance to adjust the difference of premium for newly recruited employees on endorsement. If the employees are lesser than previous endorsement the difference of premium should be refunded in CD A/c.
8. Bank will not provide employee data for a specific date in case of weekly compensation claims.
9. Armed guard, Drivers, Electrician and liftman are included in sub-staff cadre.
10. In the event of pleasure trip, activities vis. Scuba diving, Parasailing & other water activities will be covered.
11. For claims upto INR 50.00 Lakh investigator should not get appointed.
12. For claims above INR 50.00 Lakh, while appointing investigator:
 - a. They should get appointed from the list as mentioned in point 13





- b. The maximum time allowed for investigator to submit their report is 20 days from the date of appointment.
13. Panel of investigator for investigation of claims
- MACK Insurance Surveyors & Loss Assessors Pvt. Ltd
 - Proclaim Insurance Surveyors and Loss Assessors Pvt. Ltd.
 - Nathani Insurance Surveyors and Loss Assessors Private Limited
 - Boxchain surveyor
 - R.C. Bajpai & Company
 - Adept Surveyors
 - Alka Gupta & Associates
14. On receipt of the final document(s) or investigation report (if any), as the case may be, the company shall within a period of 10 days offer a settlement of the claim to the Bank.
15. Policy to cover claims arising out of case of Death & PTD due to Terrorist attack/Naxalite Attack.
16. Plastic Surgery- Cost of Plastic Surgery due to accident burns up to INR 10 Lakh. The insured is covered against expenses incurred for plastic surgery because of any degree of burns sustained due to any accident
17. Death after Coma- INR 2 Lakh - This will be over and above the basic sum insured for the death of the insured post being in a state of Coma.
18. Air Ambulance- INR 10 Lakh
19. For claim settlement purposes- attested/certified copies of death certificate/postmortem should suffice. The insurer shall not insist the insured upon submitting the original certificate(s) for death certificates/postmortem
20. Proof of education shall not be required for children under 10 years of age.
21. Below is the list of maximum documents insurer can ask in case of a claim:
- Duly Filled Claim Form
 - Certified copy of FIR / GD
 - Certified copy of Death Certificate, Certified copy of Postmortem report, Certified copy of Police Panchnama & Inquest Panchnama (if required)
 - KYC Documents
- A valid and compelling reason will have to be provided if any further documents are called for.





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Calculation for Sum Assured for proposed renewal: (Amt. ₹ in Lakh)

Cadre	SA per head	Number of Employees As on 31.12.2024	Total SA for cadre
Directors	500	10	5,000
CGMs SMGS VIII	420	19	7,980
GMs SMGS VII	300	77	23,100
DGMs SMGS VI	240	207	49,680
AGMs SMGS V	180	627	1,12,860
CMs SMGS IV	120	4,827	5,79,240
SMs MMGS III	100	8,052	8,05,200
Managers MMGS II	80	12,035	9,62,800
Officers JMGS I	70	17,976	12,58,320
Clerk	60	25,114	15,06,840
Sub-Staff (Including 1/3, 1/2, 3/4)	50	5,842	2,92,100
Grand Total		74,786	56,03,120

Status of Insurance Claims under GPA Policy for employees as on 31.12.2024:

(Amt.in Lakh)

Policy Year	Broker	Premi um Paid	Lodged		Settled		Rejected		Pending	
			No	Amt.	No.	Amt.	No	Amt.	No	Amt.
2022-23, National	Anand Rathi	300.00	18	272.29	17	271.69	0	0.00	1	0.60
2023-24, New India	Direct	266.07	38	442.91	29	398.50	0	0.00	9	44.41
2024-25, New India	Anand Rathi	600.00	14	471.77	10	381.67	0	0.00	4	90.10





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Section 2 – Underwriting Details for Directors & Officers Liability Insurance Policy

NAME OF INSURED	BANK OF BARODA
ADDRESS	Head Office, 7 th floor, Baroda Bhawan. R C Dutt Road, Alkapuri Vadodara, Gujarat – 390007
POLICY TYPE	Directors & Officers Liability Insurance Policy
PERIOD OF COVER	01.04.2025 to 31.03.2026
INDEMNITY LIMIT	₹200 crore AOA:AOY
POLICY DEDUCTIBLE	Directors & Officers: NIL Company Reimbursement: India : ₹1.00 Lakh each and every claim Rest Of World : ₹3.00 Lakh each and every claim Entity Securities & Entity EPLI (Employee Practices Liability Insurance): India : ₹7.50 Lakh each and every claim ROW : ₹10.00 Lakh each and every claim
TERRITORY	Worldwide
JURISDICTION	Worldwide
RETROACTIVE DATE	Policy should also include all decisions taken from 01/10/2015
Details of previous policies	01.12.2019 to 30.11.2020 (SA ₹200 Crore) New India Ins Co. 01.12.2020 to 30.11.2021 (SA ₹200 Crore) National Ins Co. 01.12.2021 to 31.03.2023 (SA ₹200 Crore) National Ins Co. — 01.04.2023 to 31.03.2024 (SA ₹200 Crore) National Ins Co. 01.04.2024 to 31.03.2025 (SA ₹200 Crore) New India Ins Co.
KEY TERMS & CONDITIONS	<ul style="list-style-type: none"> ➤ Entity Securities - Up to full policy Limit ➤ Entity EPLI – Up to 50% of Policy Limit ➤ Defense Cost – 100% of limit of Liability ➤ Legal representation Cover. (Selection of advocate will be at the discretion of respective Director / Officer. ➤ Kidnap response Cost. ➤ Assets & Liberty Cost ➤ Pollution Defense cost ➤ Additional coverage for each Director on Board (Executive & Non-Executive both) ₹10.00 Crore for each Director ➤ Discovery period – 15 years from the date of expiry of the policy. ➤ Life time Run Off Cover – For all Directors & Officers(whether in service or retired) ➤ Emergency Cost ➤ Advancement of Defense Cost ➤ Full Severability ➤ Policy Non rescindable ➤ Tax Liability ➤ Civil fines and Penalties ➤ Professional Indemnity Exclusion with carve back for failure to supervise





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	<ul style="list-style-type: none">➤ Crisis Management Cover➤ Auto Acquisition of Subsidiaries – 25%➤ Major Shareholder's exclusion – 25%➤ Coverage for Spouses, Heirs and Representatives➤ No Bankruptcy or Insolvency exclusion➤ Outside Directorship Coverage➤ Occupational Health & Safety Defense Cost➤ Shareholders derivative claims➤ Extradition Cost➤ FCPA & UK Bribery Act➤ Employed Lawyer➤ Mitigation Costs➤ Self-Report Expenses➤ Prosecution Costs➤ Bail Bonds➤ Control group clause➤ Counselling cover sub limited to INR 100,000 per person and INR 1 Cr in aggregate➤ Carve back for defense costs for Bodily Injury /Property Damage including but not limited to mental anguish
Claims Experience	No claim reported since inception of the policy

Other conditions:

1. Policy should explicitly include the coverage for legal fee, travel and hotel cost for all court matters, enquiry of CBI, CVC and any other regulatory / statutory authority, both in India and abroad.
2. All new Directors & Officers will be automatically covered under the policy.

Position of claims for last two years as on 31.12.2024:

No claim lodged since inception of policy





Section 3 - Details of the Broker on these policies

Marsh India Insurance Brokers Pvt. Ltd (MIIBL), a leading financial services company with PAN-India presence as empanelled broker of the bank will be facilitating the Bank in selection of a General Insurance Company for providing insurance covers for various policies of Bank of Baroda

The communication address is as under

1201 - 02, Tower 2, One Indiabulls Centre, Jupiter Mills Compound, 841, S.B. Marg, Elphinstone Road (W), Mumbai, Maharashtra, India - 400013.

Section 4 – Bid Structure

Tendering process will be divided in two sections as mentioned below:

A. Technical Bid

B. Financial Bid

A. Technical Bid

General Insurance Companies having underwritten a premium of minimum INR 2500 Cr during the Last Financial Year (FY 2023-24) and having Group Personal Accident Product and Directors & Officers liability Insurance product can participate in the tender.

Insurance Co should submit the following details to Bank:

1. Declaration for Technical Bid - (Format of the Technical Bid Declaration Attached with this Tender as **Annexure 1**). **The Declaration should be submitted on the company's letter head and should bear the company's seal and the name, designation and signature of the Authorised Signatory of the company.**
2. Bidder has to submit the Integrity Pact as per **Annexure-3** along with technical bid.
3. Complete Tender Documents stamped and signed by the Authorised Signatory

B. Financial Bid

The financial bid should be submitted in the format as per **Annexure 2 (Format of the same is attached with this Tender Document)**.

Section 5: Submission of Bid

Preparation & Submission of Bids

The bids (Pre-Qualification, Eligibility, Technical as well as Commercial) shall have to be prepared and subsequently submitted through GeM Portal only. Bids not submitted through GeM Portal or submitted by any other mean shall be summarily rejected. No other form of submission shall be permitted.



Do's and Don'ts for Bidder

- Registration process for new Bidders should be completed within first week of release of tender.
- Govt GeM portal is opened for upload of documents from the start of the bid submission date. Hence bidders are advised to start the process of upload of bid documents well in advance.
- Bidders have to prepare for submission of their bid documents online well in advance as
 1. The encrypt / upload process of soft copy of the bid documents large in number to GeM portal may take longer time depending upon bidder's infrastructure and connectivity.
 2. To avoid last minute rush & technical difficulties faced by bidders in uploading / submission of bids, bidders are required to start the uploading of all the required documents -01- week in advance for timely online submission of bid.
- Bidders to initiate uploading of few primary documents during the start of the tender submission and any request for help/support required for uploading the documents / understanding the system should be taken up with GeM portal service provider well in advance.
- Bidders should not raise request for extension of time on the last day of submission due to non-submission of their bids on time as Bank will not be in a position to provide any support at the last minute as the portal is managed by GeM portal service provider.
- Bidder should not raise request for offline submission or late submission since ONLINE submission is accepted only.
- Partly or incomplete submission of bids by the bidders will not be processed and will be summarily rejected.

GeM portal usage Charge:

- As per Revenue Policy of the GeM, Bidder / Seller shall pay all the applicable transaction charge, annual milestone charge to GeM at the time of accepting the order and same will be payable by the bidder. Bank shall not be liable for any cost / charges applicable / related to GeM procurement.





Section 6: Selection of Bidder

MIIBL shall facilitate the opening of bids by the Bank on **24.03.2025** at the address mentioned in the schedule below on GeM portal.

The selection processes consist of two stages:

- In the first stage, the Bank will evaluate the technical bids for all the participants and the bidders who agree to all terms and conditions of the tender will be declared as technically qualified for financial bid. The financial bid will be opened immediately after opening of technical bid.
- In the second stage, the financial bids of technically qualified bidders will be opened and L1 (consolidated premium of all the policies) amongst them will be awarded the tender.

General Instruction to insurance companies participating in the tender process:

1. The Tender will be awarded to the Insurer who agrees to all the policy terms & conditions as mentioned in the technical bid declarations.
2. Offers including those received late or incomplete offers shall not be considered without assigning any reason whatsoever. Bank of Baroda reserves the right to make any change in the terms and conditions of offer before opening the price bid including the last date for submission of Bids.
3. The offer should be neatly typed and there should be no hand-written addition/alterations. Such additions/alterations will make the offer ineligible. Details must be completely filled up. Bank of Baroda may treat offers not adhering to these guidelines as unacceptable
4. In case the selected bidder withdraws his offer, Bank reserves right to take such action as it deems fit, including claim of damages against the Bidder.
5. Clarifications to the tender may be sought from (with a copy to insurance.ho@bankofbaroda.co.in):
 - a) Mr. Harsh Tewari, Senior Relationship Manager, M/s Marsh India Insurance Brokers Pvt Ltd, he can be contacted on 85589 28354, Email-ID- harsh.tewari@marsh.com
 - b) Mr. Jayesh Chandarrana, Executive Vice President, /s Marsh India Insurance Brokers Pvt Ltd, can be contacted on 8828 43131, Email-ID- Jayesh.chandarrana@marsh.com
 - c) Mr. Mohit Dyundi, Executive Vice President, M/s Marsh India Insurance Brokers Pvt. Ltd, he can be contacted on 8980 014923, Email-ID- Mohit.Dyundi@marsh.com

Last date for seeking clarifications on the tender shall be by **11.03.2025**

6. In case the selected bidder withdraws his offer, Bank reserves right to take such action as it deems fit, including claim of damages against the Bidder.





Section 7 : Schedule

Sr. No.	Activity	Time line
1	Receipt of queries only through e-mail on: insurance.ho@bankofbaroda.co.in Harsh.Tewari@marsh.com Jayesh.Chandarrana@marsh.com Mohit.Dyundi@marsh.com	11-03-2025
2	Pre- bid meeting (online)	12-03-2025 at 16.00 Hours
3	Last Date & Time of submission of Bids	24-03-2025 upto 15.00 Hours Mode: Online only (on GeM Portal)
5	Date and time for Technical Bid opening	24-03-2025 upto 15.30 Hours
6	Date and time for Financial Bid opening	Immediately after evaluation and acceptance of Technical Bids Mode: Online (on GeM Portal)
7	Contact Person and details	1. Mr. Harsh Tewari- Senior Relationship Manager +91 85589 28354, harsh.tewari@marsh.com 2. Mr. Jayesh Chandarrana- Executive Vice President, +91 88288 43131 Jayesh.chandarrana@marsh.com 3. Mr. Mohit Dyundi- Executive Vice President, +91 8980 014923, Mohit.Dyundi@marsh.com



Right to Reject Bids:

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

- ▶ It is not in conformity with the instructions mentioned in the RFP document.
- ▶ It is not properly or duly signed.
- ▶ It is received after expiry of the due date and time.
- ▶ It is incomplete including non- furnishing the required documents.
- ▶ It is evasive or contains incorrect information.
- ▶ There is canvassing of any kind.
- ▶ Submitted by related parties
- ▶ It is submitted anywhere other than the place mentioned in the Tender.

Further Bank reserves the rights to:

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

General Terms and conditions:

- 1.1. The Tender document is not recommendation or offer to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document.
- 1.2. Information Provided: The Tender document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy,



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updating or completeness of any writings, information or statement given or made in this Tender document.

- 1.3. For Respondent Only: The Tender document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent") and no other person or organization.
- 1.4. Costs Borne by Respondents: All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.
- 1.5. 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.
- 1.6. Recipient Obligation to Inform Itself: The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the Tender document and the meaning and impact of that information.
- 1.7. Evaluation of Offers: Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of Bidder, not limited to those selection criteria set out in this Tender document.
- 1.8. The issuance of Tender document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement. The bidders unconditionally acknowledges by submitting its response to this Tender document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.
- 1.9. Acceptance of Terms: the bidders will, by responding to the Bank's Tender document, be deemed to have accepted the terms as stated in this Tender document
- 1.10. Only one submission of response to Tender by each Respondent will be permitted.
- 1.11. The Bank expects the Bidder to adhere to the terms of this tender document and would not accept any deviations to the same.
- 1.12. The Bank expects that the Bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.
- 1.13. 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.
- 1.14. The Bank will notify the Respondents in writing as soon as practicable after the Tender Evaluation Complete date, about the outcome of the Tender evaluation process, including whether the Respondent's Tender response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.





- 1.15. All responses received after the due date/time as mentioned in "[A] Important Dates. Last Date of Submission of Tender Response (Closing Date)" would be considered late and would be liable to be rejected. E procurement portal will not allow to lodgment of Tender response after the deadline. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to Tender. The Bank has no liability to any Respondent who lodges a late Tender response for any reason whatsoever, including Tender responses taken to be late only because of another condition of responding.
- 1.16. The Bank has established Tender coordinators to provide a venue for managing bidder relationship and other requirements through the Bank's decision making body for contract clarification. All the queries and communication must be addressed to the Tender coordinators / contact persons from the Bank mentioned in "[A] Important Dates - Tender Coordinator"
- 1.17. Recipients are required to direct all communications for any clarification related to this Tender to Tender Coordinator.
- 1.18. All questions relating to the Tender, eligibility 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.
- 1.19. However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the Tender closes and all such information and material provided must be taken to form part of that Respondent's response.
- 1.20. 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.
- 1.21. The Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the Tender closes to improve or clarify any response.
- 1.22. All submissions, including any accompanying documents, will become the property of the Bank. The bidder shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting Tender process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents





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- 1.23. 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.
- 1.24. 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.
- 1.25. The bidders required to quote for all the components/services mentioned in the "Project scope" and all other requirements of this Tender. In case the bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- 1.26. 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.
- 1.27. 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.
- 1.28. 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.
- 1.29. All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the Bidder to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
- 1.30. Responses to this Tender should not be construed as an obligation on the part of the Bank to award a contract / purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- 1.31. By submitting a proposal, the bidder agrees to contract with the Bank within the time period proscribed by the bank. Failure on the part of the successful bidder to execute an agreement with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.
- 1.32. The terms and conditions as specified in the Tender and addendums (if any) thereafter are final and binding on the bidders. In the event the bidders not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or





different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing

- 1.33. The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this Tender. The bidder represents that the proposal to be submitted in response to this Tender shall meet the proposed Tender requirement. If any services, functions or responsibilities not specifically described in this Tender are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this Tender, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this Tender and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this Tender, the Bank expects the bidder to fulfill all the terms and conditions of this Tender.
- 1.34. The bidder covenants and represents to the Bank the following:
- ▶ It is duly incorporated, validly existing and in good standing under as per the laws of the state in which the entity is incorporated.
 - ▶ It has the corporate power and authority to enter into Agreements and perform its obligations there under.
- 1.35. The execution, delivery and performance under an Agreement by bidder :
- ▶ Will not violate or contravene any provision of its documents of incorporation;
 - ▶ 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;
 - ▶ 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;
- 1.36. 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.
- 1.37. The Bank would not assume any expenses incurred by the bidder in preparation of the response to this Tender and also would not return the bid documents to the Bidders
- 1.38. 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.
- 1.39. 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.

- 1.40. 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.
- 1.41. 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.
- 1.42. 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.
- 1.43. 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.
- 1.44. If the Bank is not satisfied with the specifications as specified in the Tender document and observes major deviations, the bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject bid.
- 1.45. 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.
- 1.46. 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.

- 1.47. Tender responses received after the deadline for lodgment of Tender's may be registered by the Bank and may be considered and evaluated by the evaluation team at the absolute discretion of the Bank. Respondents are to provide detailed evidence to substantiate the reasons for a late Tender submission. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to Tender. The Bank has no liability to any Respondent who lodges a late Tender response for any reason whatsoever.

Governing Laws:

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



Date:

Assistant General Manager,
Head Office,
Bank of Baroda, 7th Floor, Baroda Bhavan,
R C Dutta, Alkapuri, Vadodara – 390 007

Declaration for Technical Bid

Dear Sir,

This is with reference to the Tender dated _____ for GPA and DOLP Insurance Policy of M/s Bank of Baroda. We hereby agree to the all the terms and conditions of the proposal as stated in the tender document. The Quotes submitted to the Bank are after getting the required approvals from the Competent Authorities of our company.

In case of any deviations in the said proposal, it should come as a separate document attached with this declaration so that the evaluation of the same is easy. The Technical bid should be submitted on the company's letter head and should bear the company's seal and the name, designation and signature of the Authorised Signatory of the company along with stamped & signed tender document by the Authorised Signatory.



Date:

Assistant General Manager,
Head Office,
Bank of Baroda, 7th Floor, Baroda Bhavan,
R C Dutta, Alkapuri, Vadodara – 390 007

Declaration for Financial Bid

Dear Sir,

This is with reference to the Tender dated _____ for GPA and DOLP Insurance Policy of M/s Bank of Baroda. We hereby agree to the all the terms and conditions of the proposal as stated in the Tender document. This Financial bid submitted to the Bank is after getting the required approvals from the Competent Authorities of our company.

Name of the Policy	Net Premium	GST	Total Premium
Group Personal Accident Insurance Policy - For Employees (in INR)			
Directors and Officers Liability Insurance Policy (in INR)			

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

Between

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

And

....., a company incorporated under the (Indian) Companies Act, 1956 / 2013 and whose registered office is at _____ through its authorized representative Mr. _____ hereinafter referred to as "Bidder", which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns)

Preamble

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

The BOB intends to appoint/ select, under laid down organizational procedures, contract/ s for.....

BOB values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

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

Section 1 - Commitments of BOB

(1) The BOB commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the BOB, personally or through its family members, will in connection with the Tender for, or the execution of a contract, demand; take a promise for or accept, for self or third person, any monetary or non-monetary benefit which the person is not legally entitled to.

b. The BOB will, during the Tender process treat all Bidder(s) with





equity and reason. The BOB will in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the contract execution.

- c. The BOB will make endeavor to exclude from the selection process all known prejudiced persons.
- (2) If the BOB obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the BOB will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the Tender process and during the contract execution.
 - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the BOB employees involved in the Tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the contract
 - b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the BOB as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, Similarly the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.





- e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- g. The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the BOB is entitled to disqualify the Bidder(s) / Contractor(s) from the Tender process or take action as per law in force (

Section 4 - Compensation for Damages

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

Section 5 - Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the Tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process.

Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.





- (2) The BOB will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The BOB will disqualify from the Tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 - Independent External Monitor

- (1) The BOB appoints competent and credible Independent External Monitor, Shri Umesh Kumar (email id- umeshkumar84@rediffmail.com) and Dr. Sandeep Tripathi(email id: sandeeptrip.ifs@gmail.com) for this Pact after approval of Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential.
- (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BOB including that provided by the bidder/ Contractor. The bidder/ Contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed 'Non-Disclosure of Confidential Information'. In case of any conflict of interest arising during the selection period or at a later date, the IEM shall inform BOB and recuse himself / herself from that case.





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

Section 9 - Pact Duration

This Pact shall be effective from the date of its execution, and shall expires for the selected Contractor till the contract period, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

Section 10 Other provisions

- (1) This agreement is subject to Indian Law and court of Mumbai shall have exclusive jurisdiction to entertain any matter arising out of this pact.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like scope of work, Warranty / Guarantee etc. shall





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be outside the purview of IEMs.

- (6) In the event of any contradiction between the Integrity Pact and RFP/ RFQ/ Tender documents and its Annexure, the Clause in the Integrity Pact will prevail.

The parties hereby sign this Integrity Pact at _____ on _____

BOB

BIDDER

Name of the Officer:

Chief Executive Officer

Designation:

Department:

Date:

Date:

Place:

Place:

Witness

Witness

1. _____

1. _____

2. _____

2. _____





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ANNEXURE-4

(To be given on the Company's Letter Head)

Code of Ethics

M/s _____ (Vendor/Service Provider/
Supplier/ Consultant/ Contractor) agree to 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.

Date:

Signature with Seal _____

Name & Designation _____

