



**NOTICE INVITING REQUEST FOR PROPOSAL (RFP)  
FOR AWARDING RATE CONTRACT FROM AGENCIES OF  
REPUTE FOR PROVIDING AIR-CONDITIONED CASH VAN  
(SMALL) SERVICES AT DIFFERENT BRANCHES OF CHENNAI  
ZONE**

**Bank of Baroda,  
Zonal Office  
Chennai Zone  
Baroda Pride  
New No.41,IIIrd floor  
Luz Church Road  
Mylapore  
Chennai-600004**

**RFP Reference: ZO/CHNZ/SEC/CASHVAN/2022/11 dated 03/11/2022**

**[A] Important Dates:**

RFP Reference Number	<b>RFP No: ZO/CHNZ/SEC/CASHVAN/2022/11dated: 03/11/2022</b>
Estimate Project Cost	<b>Rs. 8,42,40,000/-</b>
Application Money	Rs. 5,000/- in the form of Bank Draft/Banker's cheque in favor of Bank of Baroda, payable at Chennai.
Earnest Money Deposit	Rs. 16,85,000/- (Rupees Sixteen lakhs eighty five thousand only) in the form of Bank Draft/Banker's cheque in favor of Bank of Baroda, payable at Chennai.
Availability of RFP document	RFP will be available on our Bank website <a href="https://www.bankofbaroda.in/tenders/">https://www.bankofbaroda.in/tenders/</a> from 03/11/2022 to 24/11/2022. The RFP may be downloaded from the Tender Section by the Bidders. No hard copy of the RFP will be made available by the Bank.
Last date of submission of any query / reporting any error	<b>Before 09/11/2022</b> ALL QUERIES TO BE SUBMITTED VIA EMAIL ONLY @ security.sz@bankofbaroda.co.in
Pre Bid Meeting	On 10/11/2022 at 1500 hrs  Venue:- Bank of Baroda, Zonal Office Chennai Zone Baroda Pride New No.41,IIIrd floor Luz Church Road Mylapore Chennai-600004
<b>Last Date, Time and Place for receipts of bids</b>	<b>Date 24/11/2022 Time 1500 hrs</b> <b>Venue :-</b> Bank of Baroda, Zonal Office Annex, Chennai Zone First floor Above Bank of Baroda, Sanadhi Street Branch Near kapaleshwar temple main gate. Mylapore Chennai-600004
Date and Time of Technical bid Opening	<b>Date 24/11/2022 Time 1530 hrs</b> <b>Venue :-</b> Bank of Baroda, Zonal Office Chennai Zone Baroda Pride New No.41,IIIrd floor Luz Church Road Mylapore Chennai-600004

Date and Time of Financial bid Opening	<b>The financial bids of only those Bidders who qualify in both eligibility and technical evaluation will be opened. The date for opening of the Financial bid would be communicated separately to the technically eligible Bidders.</b>
Address for Communication	Chief Manager, Security Bank of Baroda, Zonal Office Chennai Zone Baroda Pride New No.41, IIIrd floor Luz Church Road Mylapore Chennai-600004
Contact person (Mobile & Telephone Details)	Major S.S Bal, Chief Manager, Security (Ph:- 7506648281)

### [B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank, BOB means 'Bank of Baroda'
2. ZO means Zonal Office Chennai Zone"
3. Recipient, Respondent, Bidder, service provider, means the respondent to the RFP document
4. RFP means the Request For Proposal document
5. Proposal, Bid means "Response to the RFP Document"
6. Support means Support & Services to be provided as part of the Scope of Work
7. POC means "proof of concept"

### Please note:

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose *beneficial owner* is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint

venture falls under any of the above

IV. The *beneficial owner* for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

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

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

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority

### Confidentiality:

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

**NOTICE INVITING REQUEST FOR PROPOSAL (RFP) FOR AWARDING RATE CONTRACT FROM AGENCIES OF REPUTE FOR PROVIDING AIR CONDITIONED CASH VAN (SMALL) SERVICES AT DIFFERENT BRANCHES OF CHENNAI ZONE**

**1. INTRODUCTION**

- 1.1. Bank of Baroda is one of the largest Public Sector Bank (PSU) in India with a branch network of over 8000+ branches in India and 100+ branches/offices overseas including branches of our subsidiaries, distributed in 25 countries.
- 1.2. Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051 (hereinafter referred to as the "Bank") which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this RFP document, hereinafter called RFP, to eligible Bidders, hereafter called as 'Bidders', to participate in the competitive bidding for Awarding Rate Contract from Agencies of Repute for Providing Air Conditioned Cash Van (Small) Services at different Branches of Chennai Zone having its office at Tamil Nadu.

**2. SCOPE OF WORK**

- 2.1. General Manager Chennai Zone intends to outsource Air Conditioned cash vans (small) 18 Nos, as per Financial bid details given in **Annexure VIII**, at various branches of Bank of Baroda, Chennai Zone. Air Conditioned cash vans (small) are as per specifications mentioned in **Annexure I (A)** along with Driver, two Armed Guards and a loader for safe transportation of cash to and fro by Branches / Currency Chests at their centers referred herein. It is the responsibility of the Service Provider to arrange for all required consumables for the vehicles, its repairs / maintenance during prevalence of contract. The quantity of Air Conditioned cash vans mentioned above is tentative and the actual number may increase or decrease depending upon the requirement during the contract period.
- 2.2. Awarding Rate Contract of Agency should in no way be construed as work order. Zonal committee of Chennai Zone shall decide on the engagement of Agency. Decision of the Committee shall be final and binding to all. No representation will be entertained. Upon selection the Agency shall be allotted Branches depending upon their area of operation & service network. Concerned Agency will have to enter into an agreement (as per the format decided by the bank) with Chennai Zone. Agency to start the work w.e.f **01 April 2023**.

### 2.3. LOCATIONS TO BE COVERED

The services will be required to be provided for our following Regions in their offices and branches (as required) both existing and opened during the tenancy of this contract. The broad areas presently under the jurisdiction of our Regions are as detailed below -

Sr. No.	REGIONS	STATE / DISTRICT COVERED
1	CHENNAI METRO REGION	CHENNAI
2	CHENNAI RURAL REGION	TIRUPUTTUR, KANCHEEPURAM, THIRUVALLUR, CHENGALPATTU, VELLORE, RANIPET.
3	PUDUCHERRY REGION	TIRUVANNAMALAI, VILLUPURAM, CUDDALORE, DHARAMAPURI, PUDUCHERRY, KARAIKAL, KRISHNAGIRI, KUMBAKONAM, TIRUVARUR, MAYILADUTHURAI, TANJORE, KALLAKURICHI, NAGAPATTINAM
4	TIRUCHIRAPALLI REGION	KARUR, ARIYALUR, SALEM, ERODE, TIRUCHIRAPALLI, NAMAKKAL, PERAMBALUR
5	MADURAI REGION	MADURAI, PUDUKKOTTAI, VIRUDHUNAGAR, SIVAGANGA, DINDIGUL, THENI, TOOTHUKUDI, KANYAKUMARI, RAMANATHAPURAM, TIRUNELVALI
6	COIMBATORE REGION	COIMBATORE, NILGIRIS, TIRUPPUR

### 2.4. Awarding Rate Contract-

L-1 bidder will be decided on package cost as given in Financial Bid (Annexure VIII). Bank may split the work in ratio of 60:40 or in ratio of 60:20:20 amongst L1 and next two bidders who agree to match the rates of L1 as approved and agreed between the Bank and L1 (hereinafter referred as agreed rates). The offer to bidders to match agreed rates shall be in the ascending order of rates quoted i.e. offer would be given first to L2 then L3 then L4 and so on. The process will continue till the first bidder (in case work is to be split in ratio of 60:40) or first two bidders (in case work is to be split in the ratio of 60:20:20) in ascending order of rates quoted accepts to work at the agreed rates.

The Security Deposit/EMD, either in whole or in part thereof, shall be forfeited in the event of the Agency's failure to observe/comply any terms of this RFP or subsequent agreement / or non-compliance with the conditions of the Contract.

### 2.5. Allocation of Regions / Branches-

After selection, the Agency shall be allotted respective Regions / Branches depending upon their eligibility and service network. **The decision of the Committee of the bank for allotment of work shall be final and no representation shall be entertained.** Concerned Agency will have to enter into an agreement (as per the format decided by

the bank) with the Zonal Office.

## **2.6. TERMS OF EXECUTION OF WORK**

The services of Air Conditioned cash vans would begin from **01 April 2023**. Any delay in providing services of the Air Conditioned cash vans over the stipulated period will attract penalty of 1% of the contract value per day subject to maximum of 10% of the contract value (3 years). All new orders will be complied with, within 90 days after the date of placement of order.

Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the service provider. Part of week will be treated as a week for this purpose. However, the Bank may condone the penalty for delay of less than a week. The decision to further continue/ discontinue the contract with the service provider lies fully with the Bank.

In case the Air Conditioned cash vans, being deployed for duty, fail and the complaint is received by service provider, the cash van must be made functional within 24 hrs of the complaint.

When Air Conditioned cash vans and armed guards are not provided on any working day, a penalty of 10% of the monthly rate per day would be applied for such periods. Air Conditioned cash vans will not be accepted on duty in the absence of armed guards. However, in exceptional cases, if the Air Conditioned cash vans are engaged for the day and Bank's armed guard / outsourced armed guards are deployed in the cash van, by the branch, a penalty of 5% of the Monthly Rate per guard per day will be levied. **The penalty amount as above would be over and above the pro rata deduction of monthly charges for the period of absence. The prorata rate for Armed Guard would be taken as the daily Basic + VDA as fixed by the Labour department**

The Air Conditioned cash vans to be deployed at the Bank should not be older than three years on the date of deployment of the vehicle and at any time during the currency of the contract and should be having all components of security equipment such as security alarms, CCTV, fire extinguishers, GPS and the media for communication meeting the specifications stated in Annexure I (A) & I (B) with suitable modifications on a TATA 407/ Mahindra Bolero or equivalent vehicles for small and big cash van.

Replacement / transfer / shifting of existing fleet of respective Zone shall not be done without prior permission of Zonal Security Officer.

In case of non – availability of cash van service(s) for prolonged duration, Bank reserves right to avail similar services from outside at the risk and cost of approved vendor.

If the Agency has been issued with dissatisfactory letter for 2 or more zones of the bank, bid of the agency can be rejected by any zone placing on record copies of such



letter.

If at any point of time, vendor is found to be rendering inferior services not confirming the prescribed technical specification and unsatisfactory services in terms of the provisions of the tender, Bank shall initiate steps for blacklisting of firm with information to all PSU Banks / RBI / IBA.

### 3. **CONTRACT PERIOD**

The Rate Contract shall be for a period of one years from 01 April 2023, and extendable up to two years based on the performance and it will be at the sole discretion of the Bank, unless terminated by the Bank at its own convenience by giving a prior notice of 30 days in writing to the firms without assigning any reason(s) and without any cost(s) or compensation therefore.

### 4. **SUBMISSION OF BID**

4.1. Bidders satisfying the eligibility criteria (mentioned in Annexure - III) and General terms and conditions specified in this document and ready to provide the said "Services" in conformity with Scope of Work, may submit their bid as mentioned below on or before the time line stipulated in the [A] Important Dates.

The tender document should be submitted in **three separate envelopes (First containing Offer Letter with EMD & application fee, the Second containing Technical Bid and the Third containing Financial Bid)** properly sealed and clearly marked / super scribed as the case may be. **Please note to submit Financial Bid in separate sealed envelope. If Financial Bid is not submitted in separate envelop the Tender will be rejected.**

**ENVELOPE No.1** The envelope containing Offer Letter shall be super scribed "**OFFER LETTER for Outsourcing of Air Conditioned cash vans by Bank of Baroda Chennai Zone**" and shall contain the following :-

- (i) Offer letter (Annexure – IV).
- (ii) Tender fee amount of Rs. 5000/- (non-refundable) through Demand Draft / Banker's cheque in favor of Bank of Baroda, payable at Chennai.
- (iii) Earnest Money Deposit amount through Demand Draft / Banker's Cheque for Rs. 16,85,000 favour of Bank of Baroda, payable at Chennai.

**ENVELOPE No.2** The envelope containing Technical Bid shall be super scribed, "**TECHNICAL BID for Outsourcing of Air Conditioned cash vans by Bank of Baroda, Chennai Zone**" and shall contain the information as per the format "**TECHNICAL BID PARAMETRES**" along with copies of the required documents. It



should not contain any price information. If it contains price information your tender will be rejected.

**ENVELOPE No.3** The envelope containing Financial Bid shall be super scribed **“FINANCIAL BID for Outsourcing of Air Conditioned cash vans by Bank of Baroda, Chennai Zone”** and shall contain the rates for Outsourcing of Air Conditioned cash vans at Bank of Baroda to be submitted only in the format given in the Tender Document. **Any other format shall not be acceptable.**

The sealed tender cover containing all the three envelope as above should reach above address latest **by 1500 hrs on 24/11/2022** The Technical Bids would be opened on **24/11/2022 at 1530 hrs** Bidders may remain present during the opening process. Financial Bids shall be opened on a later date, of only those, whose Technical Bid is accepted. A separate intimation for opening of Financial Bids would be sent to the technically successful bidders.

**All pages of the Tender Document including attachments will bear seal and signature of the authorized signatory.**

#### **4.2. Validity Period of the Offer**

The offer should remain valid for 180 days from the date of opening of Price Bid.

### **5. Application Money**

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

### **6. Bid Security (Earnest Money Deposit)**

6.1. Bidders are required to give an earnest money deposit of an amount as mentioned in “[A] Important Dates” at the time of submission of the technical bid. EMD of Rs 16,85,000/- shall be given with the offer. The EMD should be submitted in the form of Banker’s Cheque or Demand Draft drawn on Bank of Baroda, Zonal Office, Chennai and payable at Chennai. Offers not accompanied with EMD will not be accepted. This shall carry no interest and shall be retained by the bank. EMDs of unsuccessful bidders will be returned after finalization of Tender process and award of work. EMD submitted by successful bidder shall be converted / adjusted as Security Deposit. In case of withdrawal by successful bidders after their selection, or successful bidder does not sign the agreement as prescribed in this RFP, or successful bidder fail to start work on stipulated time, will be liable for forfeiture of EMD.

6.2. Non-submission of Earnest Money Deposit in the format prescribed in RFP will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process. The EMD (Earnest

Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee / security deposit.

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

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

### **6.3. Exemption for application money and EMD amount:**

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

### **6.4. Preference to make in India initiative**

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

## **7. SECURITY DEPOSIT**

The vendors identified for providing Air Conditioned cash van services shall be required to keep a security deposit equivalent to two month rate (of total Air Conditioned cash vans deployed in the Zone) for the duration of the contract. Additional amount as Security Deposit would be required to be made for additional work orders for Air Conditioned cash vans whenever made after the initial order. The security deposit shall be kept with the bank on lien as interest bearing Fixed Deposit. Successful bidders have to submit security deposit within 15 days of issuance of work order by the Bank.

The Security Deposit in the form of Bank Guarantee / FD from a schedule Bank shall be accepted. FD should be drawn in favour of "Bank of Baroda, A/c (Service provider name)" and lien noting in favour of Bank of Baroda, Zonal Office, Chennai Zone should be endorsed on the FD by the issuing bank. Bank Guarantee should be from any scheduled Financial Bank, except Bank of Baroda and Cooperative Banks, in favour of Bank of Baroda, Zonal Office, Chennai Zone and valid for a period of 39 months from the date of commencement of contract period. The Security Deposit, either in whole or in part thereof, shall be forfeited in the event of the Agency's failure to observe/Comply any terms of this Contract / or non-compliance with the conditions of the Contract.

## 8. SUB - CONTRACTING:

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

## 9. SERVICE LEVEL AGREEMENT:

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

## 10. Compliance with Laws:

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

statutory obligations as specified above.

#### **11. Termination:**

- 11.1. Bank reserves the right to terminate this RFP at any stage without any notice or assigning any reason.
- 11.2. At any time during the course of the RFP process or before the award of contract or after execution of the contract that one or more terms and conditions laid down in this Request For Proposal has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information. Bank may terminate his contract and may invoke performance bank guarantee or forfeit the security deposit as the case may be. Further bank may impose such restriction/s on the defaulting bidder as it deemed fit.
- 11.3. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same, In such an event, the bidder is bound to make good the additional expenditure which the Bank may have to incur for the execution of the balance of the contract

#### **12. Grievance Redressal and Dispute Resolution:**

- 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 Zonal Manager at [zm.sz@bankofbaroda.com](mailto:zm.sz@bankofbaroda.com). It may please be noted that the grievance can be filed by only that bidder who has participated in Procurement proceedings in accordance with the provisions of this RFP. All letters must be addressed to the following:

Zonal Manager,  
Bank of Baroda,  
Zonal Office  
Chennai Zone  
Baroda Pride  
New No.41, IIIrd floor  
Luz Church Road  
Mylapore  
Chennai-600004

#### **Dispute Resolution:**

- 12.2. The Bank and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers of the Bank and the Bidder, any disagreement or dispute arising between them under or in connection with this RFP.
- 12.3. If the Bank project manager and Bidder project manager/ director are unable to resolve the dispute within thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and Bank respectively.

- 12.4. If within thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Bank, the Bank and the Bidder are unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.
- 12.5. All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the chairman of the proceedings.
- 12.6. The seat and place of arbitration shall be Chennai. 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:**

- 13.1. 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 XII 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:
  - ▶ "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution AND
  - ▶ "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- 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 award a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

#### **15. Authorized Signatory:**

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

#### **16. The bid submission by related parties:**

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

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

#### **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:

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

Further Bank reserves the rights to:

- ▶ Reject any or all responses received in response to the RFP
- ▶ Extend the time for submission of all proposals
- ▶ Cancel the RFP 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.

## 18. General Terms and conditions

- 18.1. The RFP document is not recommendation; offer to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document.
- 18.2. Information Provided: The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.
- 18.3. For Respondent Only: The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent") and no other person or organization.
- 18.4. Costs Borne by Respondents: All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.
- 18.5. No Legal Relationship: No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.
- 18.6. Recipient Obligation to Inform Itself: The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
- 18.7. Evaluation of Offers: Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of Bidder, not limited to those selection criteria set out in this RFP document.
- 18.8. The issuance of RFP document is merely an invitation to offer and must not



be construed as any agreement or contract or arrangement. The bidders unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

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

to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.

- 18.20. Respondents should invariably provide details of their email address (as) as responses to queries will only be provided to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.
- 18.21. The Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.
- 18.22. Bidder should submit their Eligibility Cum Technical and Financial bids through online portal. The bidder must register for submission of their bid as specified in this document. .
- 18.23. All submissions, including any accompanying documents, will become the property of the Bank. The bidder shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents
- 18.24. All responses should be in English language. All responses by the bidder to this tender document shall be binding on such bidder for a period of 180 days after opening of the bids.
- 18.25. The bidder may modify or withdraw its offer after submission but prior to the closing date and time as prescribed by Bank. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.
- 18.26. The bidders required to quote for all the components/services mentioned in the "Project scope" and all other requirements of this RFP. In case the bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- 18.27. Based on the Bank's requirements as listed in this document, the bidder should identify the best-suited product / solution that would meet the Bank's requirements and quote for the same. In case the bidder quotes more than one model and they have not specified which particular model quoted by them needs to be considered, then the response would be considered as improper and the whole tender submitted by the Bidder is liable to be rejected. The Bidder is expected to provide the best option and quote for the same.

- 18.28. In the event the bidder has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Bidder's and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to the Bank.
- 18.29. The Bank is not responsible for any assumptions or judgments made by the bidder for proposing the deliverables. The Bank's interpretation will be final.
- 18.30. The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Bidder and responded by the Bidders have been quoted for by the Bidder, and there will be no extra cost associated with the same in case the Bidder has not quoted for the same.
- 18.31. All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the Bidder to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
- 18.32. Responses to this RFP should not be construed as an obligation on the part of the Bank to award a contract / purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- 18.33. By submitting a proposal, the bidder agrees to contract with the Bank within the time period proscribed by the bank. Failure on the part of the successful bidder to execute an agreement with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.
- 18.34. The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the bidders. In the event the bidders not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing
- 18.35. The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the

performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP.

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

- ▶ 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.

18.37. 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;

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 procurements. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase

- 18.45. 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 specifications as specified in the tender document and observes major deviations, the bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject bid.
- 18.48. 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.
- 18.50. RFP responses received after the deadline for lodgment of RFPs 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 RFP 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 RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever.

## **19. Information Confidentiality:**

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

## **20. Disclaimer**

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



**BANK OF BARODA, CHENNAI ZONE**  
**TENDER FOR OUTSOURCING OF AIR CONDITIONED CASH VANS**

**SPECIFICATIONS AND DESIGN OF SMALL CASH VAN ON A**  
**BOLERO/ SCORPIO CHASSIS OR EQUIVALENT AND AS PER MHA**  
**NOTIFICATION DATED 08 AUGUST 2018**

**(1) Make**

The Cash Van shall-

- (a) Be a Light Financial vehicle, with an engine capacity of not less than 2200 CC, preferably turbocharged
- (b) Be not more than three years old at any point of time during contract period. At any point of time none of the cash vans plying for the Bank should be more than 03 years old.
- (c) Have tubeless tyres
- (d) Have a ground clearance of not less than 190 mm

**(2) Design**

- (a) Small Cash Van will have minimum of two compartments and have seating capacity for 01 Driver + 04 persons.
- (b) Area between Driver's Cabin and Cash Compartment will be separated by steel sheet partition. The cash van shall have the compartment for storing cash, physically separated and locked from the passenger compartment unit.

**(3) Cash Compartment Security**

- (a) The cash compartment should be inaccessible from outside the van unless operated internally through manual or electronic lock and cash compartment is specially reinforced with steel with only one door and grill gate.
- (b) The entrance of the cash compartment shall be from the rear side to ensure proper visibility, operational feasibility and CCTV surveillance.

**(4) Cash Box Security**

Each of the cash boxes shall be secured to the floor with separate chains and have locks that can be opened or locked only by using separate keys kept with the custodian.

**(5) Construction**

Steel Main frame and roof structure will be a fully welded multi corner bend construction secured to the chassis. Inside the van there will be a peep window



cum ventilator between the Driver's cabin and the space of the cash cabin. External and internal panels will be of standard thickness CRCA sheets.

**(6) Floor**

Aluminium anti skids floor plate will be provided.

**(7) Doors and Locks**

All doors must have locking arrangements. Collapsible gate / shutter with locking arrangement to be provided in Cash Compartment.

**(8) Windows**

(a) All windows and wind screen shall have iron wire mesh protection of not more than one square inch and each window mesh shall have a circular port-hole of six inches diameter for use of weapons.

(b) Windows on each side with sliding glass in specified aluminium section frames having toughened clear sheet glass with locks.

**(9) Seats**

Cash Van to have comfortable seats and seating capacity for 01 Driver + 04 persons.

**(10) Electricals**

Original lamps to be repositioned in the rear. Van must have 2xFog lights and 2xHalogen high power head lamps. There will be four numbers indicator/stop light on top of the body and one roof lamp each in all the compartments with wiring through PVC sleeves in suitable circuits with central panel in driver's cabin. Adequate numbers of fans will be fitted for driver, cashier and guards.

**(11) Standard Fittings**

2 x locking hooks with chain for securing cash boxes, battery box, rear bumper, Rear View mirror, first aid box, wire mesh protector for wind screen and windows and one 2 KG ABC Stored Pressure type fire extinguisher will be provided. The spare tyre be preferably mounted on roof on separate bracket.

**(12) Alarm System & Communication System**

The cash van to be equipped with an Alarm System with three distress switches at co-driver seat, seat behind the driver's seat and inside cash compartment with a hooter and Mobile Telephone with driver / guard.

**(13) GPS System**

GPS (Global Positioning System) will also be installed in the hired cash van by the vendor at his expense to track the movement of vehicle. Monthly expenditure for GPS will be paid by the Vendor. The Tracking and follow up action on the movement of cash van will be done by Manager-in-charge

Currency Chest. The vendor will provide all assistance to Manager in-charge Currency Chest to remedy shortcomings/deviations observed in the movement of the cash van.

**(14) CCTV System**

The Service provider should install mobile DVR (4-Channel) H.264, D1; inclusive of Rack & cabling; 2TB HDD along with four IR cameras of Hikvision / Dahua make or Equivalent (High Resolution [HR] IR Fixed Dome Camera 2 Megapixel) with 15 days recording capability in the vehicle. The Mobile DVR should have the following features:-

- (a)** Mobile DVR (MDVR) with a rugged case, designed with advanced anti-shock, anti-vibration and data protection technologies.
- (b)** IR Vandal Proof cameras are fitted in the vehicles to withstand attempted vandalism by miscreants
- (c)** The MDVR should have GPS for location tracking - vehicle status & locations can be monitored.
- (d)** The CCTV system should have the capability of being integrated to a central monitoring software solution over 3G/4G to provide live view of the cameras inside the vehicles.
- (e)** The CCTV system should be capable of being integrated with Google Maps to provide latest positions of the vehicle through GPS.
- (f)** The CCTV system should be capable of Bi-way communication with drivers and passengers in case of any emergency.
- (g)** The monitoring has to be secured and protected through login ID/ Password. Cameras of Hikvision / Dahua make or Equivalent (High Resolution [HR] IR Fixed Dome Camera 2 Megapixel) should be positioned to cover the following activities:
  - (i)** Face of each and every person entering and exiting the Cash Compartment of the Van.
  - (ii)** The driver's cabin covering all activities by driver and other elements.
  - (iii)** Covering the road in front of the cash van.
  - (iv)** Covering the road behind the cash van.

The repair/replacement/maintenance of, 4 Channel DVR and CCTV cameras, standalone Alarm System, and GPS, will be borne by the vendor during the period of contract. The above mentioned equipments should be functional all the time.

## SERVICE LEVEL AND NON DISCLOSURE AGREEMENT FORMAT

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

### AND

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

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

### WHEREAS

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

In response to RFP no ----- dated ----- issued by Bank, the Service Provider also submitted its offer and has represented that it is engaged in the business for Providing Air Conditioned Cash Van (Small) Services at different Branches of Chennai Zone. 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. ZO means Zonal Office Chennai Zone”
- III. Recipient, Respondent, Bidder, service provider, means the respondent to the

- RFP document
- IV. RFP means the Request For Proposal document
  - V. Proposal, Bid means “Response to the RFP Document”
  - VI. Support means Support & Services to be provided as part of the Scope of Work
  - VII. POC means “proof of concept”
  - VIII. AMC means Annual Maintenance Contract
  - IX. BFSI means Banking, Financial services and Insurance
  - X. SLA means Service Level Agreement
  - XI. Total Cost of Ownership (TCO)
  - XII. SPOC means Single Point of Contact

## **2. TERM**

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

## **3. SCOPE OF SERVICE**

The Service Provider agrees to perform the services as part of the scope of this engagement including but not limited to as mentioned 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. DELIVERY**

(Terms mentioned in the RFP)

## **5. TRANSPORTATION AND INSURANCE**

(Terms mentioned in the RFP)

## **6. DOCUMENTATION**

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

## **7. SINGLE POINT OF CONTACT & DIRECT SUPPORT**

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

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

## **8. NO PRICE VARIATIONS**

The Financial Bid shall be on a fixed rates basis. No upward revision in the rates would be considered on account of price variation of diesel / gas etc.

## 9. PAYMENT TERMS

The terms of payment are as under:-

- (i) No advance payment against work order.
- (a) Payment of bills will be made centrally by the Zonal Office after receiving the consolidated monthly bills from Service Provider having duly verified by the respective Region, within 07 days of submission of such bill.
- (b) Payment for additional kilometers will be calculated on a monthly basis, cumulatively for all Air Conditioned cash vans operating in the Zone and stated in the consolidated monthly bill.

## 10. 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.

## 11. GUARANTEES

The Air Conditioned cash vans to be deployed at the Bank should not be older than three years on the date of deployment of the vehicle and at any time during the currency of the contract and should be having all components of security equipment such as security alarms, CCTV, fire extinguishers, GPS and the media for communication meeting the specifications stated in Annexure I (A) & I (B) with suitable modifications on a TATA 407/ Mahindra Bolero or equivalent vehicles for small and big cash van.

The drivers should be in possession of valid driving license. The armed guards must be in possession of a valid license for 12 Bore DBBL gun. The service provider should guarantee that the antecedents of all staff / crew (driver, armed guards and loader) deployed on the Air Conditioned cash vans have been verified by the police authorities and that they are in possession of valid licensed weapons and driving licenses (Police verification of driver, armed guard and loader, to be submitted with the Bank on the day of deployment of the Air Conditioned cash vans).

All the staff / crew deployed on the Air Conditioned cash vans should be in uniform while on duty and must be issued with Company Identity Cards duly authenticated by the Executive / Officer of the company. The staff/crew should not be changed without prior

## 12. INSURANCE

Service providers shall be fully responsible for comprehensively insuring the Air Conditioned cash vans against all risks including theft, arson and accident at its cost. They also shall take and service the policy of **fidelity insurance for Rs. 5 crores** for protecting Bank's interest in case of any loss arising due to negligence or malafide intention of their guards and during

periodic rotation of guards. Will fully indemnify the bank against any loss and have an **Indemnity Policy for Rs. 5.00 Crores (Rupees Five Crores)**

The service provider shall maintain the cash van at no additional charge to the Bank.

### **13. PENALTY CLAUSE**

- (i) Delay in providing cash van along with crew, within the stipulated period of 90 days from the date of issue of work order by the Bank, will attract penalty of 1% of cash van monthly charges per day subject to maximum of 10% of cash van monthly charges. However, the Bank may condone the penalty for delay of less than a week.
- (ii) Not providing cash van on any day will attract penalty of 10% of cash van monthly charges per day. The penalty would be in addition to the deduction of pro-rata monthly charges.
- (iii) Not providing any crew member including loader with cash van will attract penalty of 5% of cash van monthly charges per day per absent crew member. The penalty would be in addition to the deduction of pro-rata daily wage equivalent to per day wages as per minimum wages act as fixed by labour department from time to time per head.
- (iv) Absence of Armed Guards with the cash van would be treated as cash van not provided and penalty as per (ii) above would be levied. However, in exceptional cases, if such cash van is allowed by the branch, penalty as per (iii) above would be levied.
- (v) When Air Conditioned cash vans and armed guards are not provided on any working day, a penalty of 10% of the monthly rate per day would be applied for such periods. Air Conditioned cash vans will not be accepted on duty in the absence of armed guards. However, in exceptional cases, if the Air Conditioned cash vans are engaged for the day and Bank's armed guard / outsourced armed guards are deployed in the cash van, by the branch, a penalty of 5% of the Monthly Rate per guard per day will be levied.
- (vi) If service provider continues to provide the cash van older than three years even after formal communication by Bank to replace the cash van the same will attract penalty of 10% of cash van monthly bill.
- (vii) In case Air Condition in the cash van is not working, a penalty of 5% of monthly bills will be charged per day.
- (viii) **The penalty amount as above would be over and above the pro rata deduction of monthly charges for the period of absence. The prorata rate for Armed Guard would be taken as the daily Basic + VDA as fixed by the Labour department**

Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the service provider. The decision to further continue/discontinue the contract with the service provider lies fully with the Bank.

**If the Vendor is unable to provide Cash Van for more than 02 weeks, Bank has the right to arrange Cash Vans from other Agency, at the risk and cost of the vendor.**

#### **14. 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.

## **15. 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.

## 16. 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.

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

- Cash Van or Cash Van Services 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.

## **17. PROPERTY RIGHTS**

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

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

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

## **18. SECURITY DEPOSIT**

The vendors identified for providing Air Conditioned cash van services shall be required to keep a security deposit equivalent to two month rate (of total Air Conditioned cash vans deployed in the Zone) for the duration of the contract. Additional amount as Security Deposit would be required to be made for additional work orders for Air Conditioned cash vans whenever made after the initial order. The security deposit shall be kept with the bank on lien as interest bearing Fixed Deposit. Successful bidders have to submit security deposit within 15 days of issuance of work order by the Bank.

The Security Deposit in the form of Bank Guarantee / FD from a schedule Bank shall be accepted. FD should be drawn in favour of "Bank of Baroda, A/c (Service provider name)" and lien noting in favour of Bank of Baroda, Zonal Office, Chennai Zone should be endorsed on the FD by the issuing bank. Bank Guarantee should be from any scheduled Financial Bank, except Bank of Baroda and Cooperative Banks, in favour of Bank of Baroda, Zonal Office, Chennai Zone and valid for a period of 39 months from the date of commencement of contract period. The Security Deposit, either in whole or in part thereof, shall be forfeited in the event of the Agency's failure to observe/Comply any terms of this Contract / or non-compliance with the conditions of the Contract.

## 19. TERMINATION

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

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

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

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

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

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

### Effect of termination

If bank terminates or cancels the assignment on the default mentioned in the termination clause, in such case Bank 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.

## **20. CORPORATE AUTHORITY**

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

## **21. 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 Chennai shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts..

### **ARBITRATION**

- a) The Bank and the Service Provider shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers/directors of the Bank and the Service Provider, any disagreement or dispute arising between them under or in connection with the contract.
- b) If the Bank project manager/director and Service Provider project manager/director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate



the dispute to the senior authorized personnel designated by the Service Provider and Bank respectively.

- c) If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Service Provider and Bank, the Bank and the Service Provider have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.
- d) All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings.
- e) The place of arbitration shall be Chennai. 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.

## **22. 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.

## **23. 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.

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.

## **24. PUBLICITY**

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

## **25. 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.

## **26. 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.

## **27. 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.

## **28. NON – SOLICITATION**

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

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

## **29. 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.

## **30. FORCE MAJEURE**

The Service Provider shall not be liable for forfeiture of its performance security, liquidated damages, penalties or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events are Acts of God or of public enemy, acts of Government of India in their sovereign capacity, strikes, political disruptions, bandhs, riots, civil commotions and acts of war.

If a Force Majeure situation arises, the Service Provider shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the Service Provider shall continue to perform Service Provider's obligations under this Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and Service Provider shall hold consultations in an endeavor to find a solution to the problem.

#### **SURVIVAL:**

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

### **31. MISCELLANEOUS**

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

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

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

The addresses referred to hereinabove are:

#### **If to the Bank of Baroda:**

The General Manager,  
Zonal Head,  
Chennai Zone,  
(Address of the Zone)

If to the ... ..

Address\_\_\_\_\_

ATTN: \_\_\_\_\_

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

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

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

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

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

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

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

Signed and Delivered by the within named

For Bank of Baroda

For

\_\_\_\_\_

—

—

**Name:**

**Name:**

**Designation:**

**Designation:**

**Witness 1 :**

**Witness 1 :**

**Witness 2 :**

**Witness 2 :**

### **Annexure - III**

#### **1. Evaluation process**

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

- ▶ Stage 1 – Eligibility Cum Technical Bid
- ▶ Stage 2 – Financial Bid

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

#### **2. TECHNICAL BID**

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

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

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

Sr. No	Criteria	Documents required	Complied (Yes/No)
1	a) Earnest Money Deposit Rs. 16,85,000/- b) Tender fee Rs. 5000.00	Payable in the form of Bank Draft/Banker's cheque in favor of Bank of Baroda, payable at Chennai	
2	Technical Bid Format (Annexure – V) complete with all the columns filled.	Photocopies of required certificates / documents/proof/P & L & Balance sheets, Copies of order executed etc.	
3	Specifications of Small Cash Van	Compliance certificate of Specifications mentioned in Annexure – I (A) & I (B)	
4	Covering letter on the prescribed format	Annexure - IV be submitted in Service Provider's Letter Head.	
5	Declaration by Service Provider	Annexure – VI - Signed and Stamped Declaration to be submitted	
6	Agency should have been in the business for minimum <b>5 years (Submit proof)</b> . The service provider should have experience of successfully undertaken Air-Conditioned cash van services for <b>RBI / Financial Institutions</b> for last 03 (Three) years.	Work order copies issued by the organizations and Certificate / letter stating about the satisfactory performance of the cash van services being supplied. Proof in business for 5 years	
7	Valid Registration for GST, Income tax, PF, ESIC & RTO	Supporting Documents like license / permits / NOC / etc for such registrations	
8	The service provider must meet the declarations specified.	Refer Annexure –VI	
9	The service provider should have branch offices at Zonal Area Location which should be more than one year old.	List of Branch offices in the Zone and the proof that the office is one year old. <b>Service provider shall have one office in the operational area of the zone for which applied. Additional one office to be opened as per Bank's requirements.</b>	



10	The Agency should have it's own armed guard deployed in the Air-Conditioned cash van.	State registration as per PSARA Act 2005.  (Service providers applying for all states consisting in Chennai Zone should have PSARA for all respective states. Service providers who have already applied for the renewal of their existing PASARA Licenses will be considered eligible for participating in the tender, However those service providers who have applied for the PASARA for the first time, but have not received it at the time of going for the tender will not be eligible to participate in the tender. Before deployment of the Cans Vans the agency should have PASARA license (i.e. within 90 days).	
11	The service provider should be registered with the Police & State regulators as per the relevant orders in respect of Air-Conditioned cash van services	Police license / PSARA and registration letter, wherever applicable.	
12	Adequacy of fleet owned by the Agency to meet <b>80% fleet</b> of total requirement of Zone	Attach List of cash vans held by the Agency along with name of Drivers & Armed Guards.	
13	Work Experience	Must have successfully provided 15 cash vans (80 % of Zone's requirements) to RBI / Financial Institution anywhere in country in last three years as on Date of Submission of the bid. List of cash vans with Service Reports and Reference Persons to be attached.	
14	The applicant should not have been blacklisted by any PSU/PSB/Financial Institution/Govt. Organization in past 5 years or services terminated due to poor performance.	A certificate be submitted stating that the company/firm or its owner or any sister concern have not been blacklisted.	

15	Average Annual Turnover of the bidder for last 3 years (CA Certificates of last 3 years)	Average Annual Turnover of the bidder for last 3 years shall be minimum of Rs. 3,37,00,000/-	
16	Statement of profit and loss account for last 3 financial years, duly signed by CA to be attached.  (2019-20) (2020-21) (2021-22)	The Company should be profit making company in last 3 years.  Only Net profit would be considered.	

### 3. **FINANCIAL BID**

The rates quoted should be only in Indian Rupees and exclusive of GST for one Cash Van strictly as per the format given as Annexure VIII. The cost of the Cash Van Services for three years based on total value of the quoted rates will be considered for evaluating the financial bid as per Annexure VIII:-

#### (1) **Air Conditioned Small Cash Van**

- (i) Charges per month for one Small Cash Van along with the driver, two armed guards (preferably ex- servicemen) and a loader, performing duties for 8 hrs daily on all working days for 2000 and 2500/- km for Scorpio / Bolero vehicle chassis or equivalent.
- (ii) Charges for providing Small Cash Van for 8 hrs per Sunday / Holiday (on specific requirement)
- (iii) Charges for outstation Night Halt with crew per night (on specific requirement)

#### (2) **Common Services**

- (i) Charges per additional km of running Small Cash Van
- (ii) Charges per hour of running Small Cash Van beyond 8 hrs.

**Note:** GST must not be included in the cost as this would be fixed in addition at prevailing rates on submission of monthly bills.

#### **(4) General Instructions & Conditions**

- (a) Please read the terms and conditions carefully before filling the proposal.
- (b) Please sign all the pages of the RFP including each page of the proposal form including Addendum, if any.
- (c) There should be no cutting / over writing. The cutting / over writing, if any, should be duly attested.
- (d) Based on service reports, allotted branches may be changed/ Vendor disqualified
- (e) **If the services of Vendor has not been found satisfactory in the Zone, in the past, their offer will be rejected / disqualified.**
- (f) Bank can ask original document for verification of document and Bank shall initiate steps for blacklisting of firm with information to all PSU Banks / RBI / IBA if documents found forged.
- (g) The bidder /service provider should have their branch office at \_\_\_\_\_ in the Zone on their name as proof of address, it should be more than one year old. **Service provider shall have one office in the operational area of the zone for which applied. Additional one office to be opened as per Bank's requirements** Establishment of the office shall be at least 1 year old **(Proof to be submitted)**
- (h) The Bank reserves all rights to:
  - (i) Accept or reject the proposal(s) without assigning any reason whatsoever.
  - (ii) Cancel or withdraw this RFP at any stage without any notice.
  - (iii) Accept or reject any deviation from these conditions
- (i) If the Agency has been issued with dissatisfactory letter for 2 or more zones of the bank, bid of the agency can be rejected by any zone placing on record copies of such letter.

#### **4. Important points - Financial Bid**

The total cost of the Air-Conditioned Cash Van Services for three years is **based on the number of Air Conditioned cash vans required as mentioned in the 'Scope of Work'** as per rates quoted in the Financial bids (Annexure VIII) will be considered for evaluating the financial bid as under:-

- (i) Monthly charges for all Air Conditioned cash vans as per scope of work.
- (ii) Charges for providing each Air Conditioned Cash Van for 8 hours for one Sunday/Holiday.
- (iii) Charges for Outstation Night Halt of each Air Conditioned Cash Van with crew for one night.
- (iv) Charges for running each Air Conditioned Cash Van beyond 8 hrs for one hour.
- (v) Charges for running additional 500 KMs for each Air-Conditioned Cash Van.
- (vi) Annual increase in the quoted rates on completion of 1<sup>st</sup> and 2<sup>nd</sup> year.

#### **5. Financial Bid - Evaluation**

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

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

## **6. Financial Bids - Terms**

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

calculated at Commercial rate.

- g. Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected Bidder will be final and binding on the bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the bidder".
- h. The Bank is not responsible for any assumptions or judgments made by the bidder for arriving at any type of costing. The Bank at all times will benchmark the performance of the bidder to the RFP and other documents circulated to the bidder and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the bidder must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents. The Bank shall not be responsible for any assumptions made by the bidder and the Bank's interpretation will be final.
- i. The Financial Offer should give all relevant price information and should not contradict the Technical Offer in any manner. There should be no hidden costs for items quoted.
- j. The Bank is not responsible for the arithmetical accuracy of the bid. The bidders will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Bidder. The Bank at a later date will not accept any plea of the bidder or changes in the Financial offer for any such assumptions.
- k. Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP

## **7. Price Comparisons**

- a. The successful bidder will be determined on the basis evaluation mentioned in Evaluation Criteria in this RFP document.
- b. Normalization of bids: The Bank will go through a process of evaluation and normalization of the bids to the extent possible and feasible to ensure that bidders are more or less on the same ground of evaluation. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the shortlisted bidders to resubmit the Financial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The bidders agree that they have no reservation or objection to the normalization process and all the bidders will, by responding to this RFP,

agree to participate in the normalization process and extend their co-operation to the Bank during this process. The bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

- c. The Price offer shall be on a fixed price basis. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected. The rate quoted by the bidder should necessarily include the following:
- ▶ Prices quoted by the Bidder should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals. The Bidder is expected to provide the GST percentage in both the Financial and masked bids (without amounts being submitted in the technical response). There will be no price escalation for during the contract period and any extension thereof.
  - ▶ The Bidders expected to provide details of services which are required to be extended by the Bidder in accordance with the terms and conditions of the contract.
- d. The Bidder must provide and quote for the required product and services as desired by the Bank as mentioned in this RFP. Any product or services not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder.

#### 8. Awarding Rate Contract-

L-1 bidder will be decided on package cost as given in Financial Bid (Annexure VIII). Bank may split the work in ratio of 60:40 or in ratio of 60:20:20 amongst L1 and next two bidders who agree to match the rates of L1 as approved and agreed between the Bank and L1 (hereinafter referred as agreed rates). The offer to bidders to match agreed rates shall be in the ascending order of rates quoted i.e. offer would be given first to L2 then L3 then L4 and so on. The process will continue till the first bidder (in case work is to be split in ration of 60:40) or first two bidders (in case work is to be split in the ratio of 60:20:20) in ascending order of rates quoted accepts to work at the agreed rates. If no other bidder agrees to work at agreed rates then complete work would be awarded to L1.

The Security Deposit, either in whole or in part thereof, shall be forfeited in the event of the Agency's failure to observe/comply any terms of this RFP or subsequent agreement / or non-compliance with the conditions of the Contract.

#### 9. Allocation of Regions / Branches-

After selection, the Agency shall be allotted respective Regions / Branches depending upon their eligibility and service network. **The decision of the Committee of the bank for allotment of work shall be final and no representation shall be entertained.** Concerned Agency will have to enter into an agreement (as per the format decided by the bank) with the Zonal Office.



**Annexure IV**

**(To be typed on the Service providers letter head)**

**NOTICE INVITING REQUEST FOR PROPOSAL (RFP) FOR AWARDING RATE CONTRACT FROM AGENCIES OF REPUTE FOR PROVIDING AIR CONDITIONED CASH VAN (SMALL) SERVICES AT DIFFERENT BRANCHES OF CHENNAI ZONE.**

Ref No.

Date:

To

The General Manager  
**Address of Zonal Office**

Dear Sir,

With reference to the above tender notice, having examined and understood the instructions, terms and conditions forming part of the tender forms, we hereby enclose our offer for cash van services as detailed in your above referred tender notice.

I/We am/are aware that in the event of getting a contract, I/We agree to honour the obligation with due diligence and efficiency as required by Bank of Baroda and MHA Notification dated 08/08/2018.

**We confirm that we have not been disqualified / debarred / depanelled / blacklisted by any Govt. Deptt / RBI / Financial Institution or any other organization for cash van services during last 5 years. We also confirm that, we have not been issued with any dissatisfaction letter by any of the Regions of Chennai Zone.**

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

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

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

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

We also confirm that we will submit needed performance guarantee.

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

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

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

We enclose herewith a Demand Draft/Pay Order for Rs 5000/-(Non –refundable) and \_\_\_\_\_ **(Refundable)** favoring Bank of Baroda and payable at \_\_\_\_\_, towards tender fees and Earnest Money Deposit respectively, details of the same are as under:

- Demand Draft/Pay Order No. :
- Date of Demand Draft/Pay Order :
- Name of Issuing Bank :

Yours faithfully,

Authorised Signatories

(Name & Designation, seal of the firm)

**E-Mail address**

**Contact No**

**Annexure - V**

### TECHNICAL BID FORMAT

S.No.	Description	Details to be filled by Bidder along with supporting documents
1	Name of Company	
2	Office Address with Telephone & Fax Nos.	
3	Year of Establishment	
4	No. of years in business of Cash Van Service <b>(Minimum 5 Years required)</b> <b>(Submit Proof)</b>	
5	Status of the service provider (Whether Pvt. Ltd. Company / Public Ltd. Company / Partnership service provider / Proprietorship service provider)	
6	Name of Directors / Partners / Proprietor	
7	Registration status along with Numbers and Dates for GST, Income tax, PAN, PF, ESIC, State Govt. License for armed guard services and Cash van services PSARA License. (Supporting Documents including sales tax clearance and IT clearance certificates to be enclosed)	GST No-  Income tax No-  PAN-  PF-  ESIC -

8	<p>Registration status as per PASARA Act of 2005 and local govt. sanction for cash van services. A service provider should have valid PASARA Licence for the states where the cash Van is to operate. Service providers who have applied for the renewal of their existing PASARA Licences will be considered eligible for participating in the tender, However those service providers who have applied for the PASARA for the first time but have not received it at the time of going for the tender will not be eligible to participate in the tender.</p>	<p>PSARA Licence No.</p> <p>Valid in State:</p> <p>Valid upto (Date of expiry):</p>	
9	<p>Name and address of -3- PSU Banks/ Financial Institutions / RBI where supplying cash vans for last -3- years</p>	<p>1.</p> <p>2.</p> <p>3.</p>	
10	<p>Turnover of last three years (<b>Balance Sheet and CA certificates be enclosed</b>) (<b>CA certificate in original &amp; on his letter</b>)</p> <p>2019-20</p> <p>2020-21</p> <p>2021-22</p> <p><b>AVERAGE TURNOVER-</b></p>		
11	<p>Profit last three years(Audited P&amp;L A/C and balance sheet to be enclosed)</p> <p>Note:</p> <p>1. Only Net profit would be considered.</p> <p>2. Profit would be considered only of the company bidding and not of the Group company as a whole.</p>		

12	<p>Details of Cash vans/Armed Guards held on the inventory/rolls of the Company :-</p> <p>(i) Total No of cash vans held Make and Vintage in years</p> <p>(ii) Total No. of drivers held on rolls</p> <p>(iii) Total No. of Armed Guards on rolls</p> <p>(iv) Total No. of Loaders on rolls</p> <p><b>(Please enclose list of cash vans, drivers, armed guards separately)</b></p> <p><b>Adequacy of fleet owned by the Agency to meet minimum 80% requirement of fleet of Chennai Zone.</b></p>	<p>Total No. of Cash Van-</p> <p>Make-</p> <p>Vintage in years-</p> <p>No. of Drivers held-</p> <p>No. of Armed Guards –</p> <p>No. of Loaders -</p>			
13.	<p>Details of cash vans provided to RBI / Financial Institutions in last three years. (Details as per the format given below along with work order copies and performance certificates <b>(in original)</b> in respect of such services)</p>				
	Name of Organization	Period of service	Type of cash van	Quantity of cash Van	Contact person & Tel. Nos. of Bank / Institution

**NOTICE INVITING REQUEST FOR PROPOSAL (RFP) FOR AWARDING RATE  
CONTRACT FROM AGENCIES OF REPUTE FOR PROVIDING AIR CONDITIONED CASH  
VAN (SMALL) SERVICES AT DIFFERENT BRANCHES OF CHENNAI ZONE**

**DECLARATION BY THE SERVICE PROVIDER**

In case my / our Offer is accepted, I / we undertake the following and declare as under:-

1. Undertake to submit **Police verification** of all the staff.
2. That the **armed guards** will possess valid gun licenses with local Police approvals wherever necessary. The **drivers** of the vehicle will possess valid driving licenses.
3. Will take proper and adequate comprehensive Insurance (including third party) coverage as required as per **Motor vehicle Act** for the vehicle/s being provided to the Bank.
4. Will provide mechanically **fit Air Conditioned cash vans** as per laid down specifications, which would be not older than three years vintage with laid down quantum of crew with mobile communication. Local reputed garages will be entrusted for regular vehicle maintenance. Air Conditioned cash vans will be provided with valid Fuel cards for fuel refilling. MHA notification dated 08 August 2018, will also be fulfilled
5. Will deploy in the Zone cash vans not be more than 03 years old at any time during the currency of the contract. It will be ensured that all cash vans completing 03 years life would be replaced by us timely. Proposed **Air Conditioned cash vans** will be made available to the Bank at designated place for their **inspection** at least seven days prior to deployment dates.
6. Will fully indemnify the bank against any loss and have an **Indemnity Policy for Rs. 5.00 Cr (Rupees Five Crores) and Fidelity insurance of Rs 5.00 crore**, which would be kept renewed and a copy of such policy provided to bank, kept at Zonal Office.
7. The company has **training facilities** for the crew, where the staff will undergo periodic training and a certificate of such training will be submitted to the bank periodically.
8. The company has **valid sanction, from State Govt (wherever applicable)** for providing cash van services.
9. The company is registered under **PSARA Act of 2005 for providing Armed Guards in the State.**
10. The cash van will have **RTO passing (for 5 passengers)** and applicable State Govt. registration and permits for commercial activity as required for the bank/ branch.



11. Service provider should have a certificate of Registration with Registrar of Companies or Registrar of Firms or have a letter of Proprietorship. Service Provider should provide the latest income Tax Assessment and PAN number.
12. Service provider should be registered with Shops & Establishment Act and provide latest certificate for ESI Corporation.
13. Service provider should provide the latest certificate for EPF Organization under EPF and Misc. Provision Act 1952 if applicable as per criteria of number of employees held.
14. Service provider should be registered with the Govt. under the Contract Labour Act (Regulation & Abolition) 1970.
15. All the laws applicable to Union, State and local laws, ordinance, regulations and codes will be complied.
16. Will fully facilitate for the bank's compliance with regard to RBI guidelines on Code of Conduct in Outsourcing of Financial services by Banks.
17. I / We understand that if any false information is detected at a later date, any contract made between ourselves and Bank of Baroda, on the basis of the information given by me / us can be treated as invalid by the Bank and I / We will be solely responsible for the consequences.
18. I / We agree that the decision of Bank of Baroda in selection of Service providers will be final and binding to me / us.
19. All the information furnished by me/us hereunder is correct to the best of my knowledge and belief.
20. I / We agree that I / We have no objection if enquiries are made about the work listed by me / us in the accompanying sheets.
21. I / We understand that the quantity of Air Conditioned cash vans is approximate only and it may decrease or increase as per the requirement of the Bank.
22. **The services of our company has not been terminated by any organization including Bank of Baroda Chennai Zone for poor/unsatisfactory services and we have not been disqualified by any organization.**

**Authorized Signatory**

(Name & Designation, seal of the Service Provider)

Date:-

Place:-

**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  
Zonal Head,  
Bank of Baroda  
Chennai Zone

Sir,

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

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

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

Please strike off whichever is not applicable

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

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

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

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

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

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

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

Dated this.....by .....20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

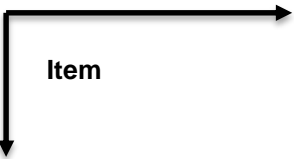
List of documents enclosed:

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

## Annexure VIII

### NOTICE INVITING REQUEST FOR PROPOSAL (RFP) FOR AWARDING RATE CONTRACT FROM AGENCIES OF REPUTE FOR PROVIDING AIR CONDITIONED CASH VAN (SMALL) SERVICES AT DIFFERENT BRANCHES OF CHENNAI ZONE

#### (A) FINANCIAL BID FOR AIR CONDITIONED SMALL CASH VAN

		Rate In (Rs) to be quoted in figures and words		
(a)	(b)	(c)		
	<div style="text-align: center;"> <b>Crew Combination</b>   </div>	For Cash Van along with driver, two Armed Guards and a loader.		
		Rate		
			<b>2000KM</b>	<b>2500 KM</b>
(a)	Monthly Charges for one Small Cash Van for 1500/2000/2500 Kms. per month			
(b)	Charges for running one additional KM for one Small Cash Van (500 kms for calculation)			
(c)	Charges for running one Small Cash Van beyond 8 hours for an additional one hour			
(d)	Charges for providing Small Cash Van for 8 hours for one Sunday / Holiday.			
(e)	Charges for Outstation Night Halt of Small Cash Van with crew for one night			
(f)	Annual increase (in amount) in the rates quoted above :-			
	(i) On completion of first year (i.e. for 2 <sup>nd</sup> year)			
	(ii) On completion of second year (i.e. for 3 <sup>rd</sup> year)			
	<b>SUB TOTAL</b>			
	<b>SMALL CASH VAN PACKAGE COST (A)</b>			

### **Note**

1. The total cost of the Cash Van Services for three years **based on the number of Air Conditioned cash vans required as mentioned in the 'Scope of Work'** as per rates quoted in the Financial bids (Annexure VIII) will be considered for evaluating the financial bid as under:-
  - (i) Monthly charges for all Air Conditioned cash vans as per scope of work.
  - (ii) Charges for providing each Cash Van for 8 hours for one Sunday/Holiday.
  - (iii) Charges for Outstation Night Halt of each Cash Van with crew for one night.
  - (iv) Charges for running each Cash Van beyond 8 hrs for additional one hour.
  - (v) Charges for running additional 500 KMs for each Cash Van.
  - (vi) Annual increase in the quoted rates on completion of 1<sup>st</sup> and 2<sup>nd</sup> year.
2. Unit rate must be quoted in WORDS AND FIGURES.
3. Taxes payable will be as per prevailing rates.
4. Toll charges if any will be paid extra on actual basis on production of original toll receipts along with monthly bills.
5. In case of any discrepancy, unit prices quoted in words will be considered.

### **Authorized Signatory**

(Name & Designation, seal of the service provider)

Date:-

Place:-





**Annexure - X**

*Pro forma for Bank Guarantee in lieu of EMD*

To,

Date DD-MM-YYYY

Bank of Baroda

.....

**Dear Sir,**

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

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

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

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

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

1. We....., undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time to the extent of Rs.....(Rupees .....only) 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 favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

For and on behalf of

Branch Manager

Seal & Address

**BANK GUARANTEE**  
(FORMAT OF BANK GUARANTEE)

To

Zonal Manager,  
Bank of Baroda,  
Chennai Zone

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

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

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

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

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

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

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

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

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

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

Dated this the ..... day of ....., 20.....

For and on behalf of

Branch Manager

Seal and Address



## Integrity Pact

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

#### General

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

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

#### Preamble

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

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

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

#### Section 1 - Commitments of BOB

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

Vigilance Officer and in addition can initiate disciplinary actions.

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

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

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

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

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

#### **Section 4 - Compensation for Damages**

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

#### **Section 5 - Previous transgression**

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

#### **Section 6 - Equal treatment of all Bidders I Bidders I Sub-Bidders**

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

#### **Section 7 - Criminal charges against violating Bidder(s) / Bidder(s) /SubBidder(s)**

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

#### **Section 8 - Independent External Monitor**

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

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

### **Section 9 Facilitation of Investigation**

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

Section 10 - contract has been awarded. Any violation of the same would entailed is qualification of the Pact Duration

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

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

### **Section 11 - Other provisions**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Zonal Office of the BOB, i.e. Tamil Nadu.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

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

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

(Office Seal)

(Office Seal)

Place-----

Date-----

Witness1:

(Name&Address) \_\_\_\_\_

Witness2:

(Name&Address) \_\_\_\_\_

**Bank Guarantee for early release of retention money****BANK GUARANTEE**

(FORMAT OF BANK GUARANTEE)

To

Zonal Manager,  
Bank of Baroda,  
\_\_\_\_\_ Zone

Dear Sir,

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

&lt;details of equipment that supplied to be filled in table&gt;

and it has been agreed that a payment of Rs. ..../- (Rupees ..... only) will be made to the Bidder representing balance 10% of the consideration amount against the security of a Bank Guarantee from a Scheduled Financial Bank.

2. Now this deed of guarantee witnesses that in consideration of BOB agreeing to release a sum of Rs. ..../- (Rupees ..... only) representing balance 10% of the consideration amount payable to the Bidder in terms of, the said agreement, we ..... (Bank) having our head office at ..... and amongst other places, a branch at ..... (hereinafter referred to as the guarantor) do hereby expressly, irrevocably and unreservedly agree and undertake that :

a) In the event of Bidder committing breach of any of the undertakings or committing default in fulfilling any obligation arising out of said agreement, we ..... (bank) shall on demand, pay BOB without any demur Rs. ..../- (Rupees ..... only) and notwithstanding any right the Bidder may have against BOB or any disputes raised by the Bidder or any suit or proceedings pending in any competent Court of Law in India or otherwise or before any arbitrator, and BOB's written demand shall be conclusive evidence to us that such amount is payable by us under the said contract and shall be binding in all respects on the Guarantor.

3. The Guarantor shall not be discharged or released from the aforesaid undertaking and guarantee by any agreement, variations made between BOB and the Bidder, indulgence shown to the Bidder by BOB, with or without the consent and knowledge of the Guarantor or by any alterations in the obligations of the Bidder by any forbearance whether as to payment, time performance or otherwise.



4. (a) This guarantee shall remain valid until (date which is 3 months after expiry of warranty period), or until discharged by BOB in writing.

(b) This guarantee shall be a continuing guarantee and shall not be revocable except with the previous written consent of BOB and save as aforesaid it will be in force until the Bidder complies with its obligations hereunder.

(c) This Guarantee shall not be affected by any change in the constitution of the Bidder by absorption with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.

5. In order to give effect to this guarantee, BOB will be entitled to act as if the guarantor were the principal debtor and the guarantor hereby waives all and any of its rights of suretyship.

6. This guarantee shall continue to be in force notwithstanding the discharge of the Bidder by operation of law and shall cease only on payment of the full amount by the guarantor to BOB of the amount hereby secured.

7. This Guarantee shall be in addition to and not in substitution for any other guarantee or security for the Bidder given or to be given to BOB in respect of the said contract.

8. Any notice by way of request and demand or otherwise hereunder may be sent by post or any other mode of communication to the guarantor's address as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course by post and in proving such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of BOB that the envelope was so posted shall be conclusive.

9. These presents shall be governed by and construed in accordance with Indian Law. Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall not exceed Rs. ..../- (Rupees ..... only)

b) This Bank Guarantee shall be valid up to (date which is 3 months after expiry of warranty period) 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 \_\_\_\_\_ (three months after the date of expiry of the warranty).

d) The guarantor has under its constitution powers to give this guarantee and Shri. .... (signatories) Officials / Managers of the Bank who has/have signed this guarantee has/have powers to do so.

Dated this ..... day of..... 202 at .....

For and on behalf of..... (Bank).

Authorised Signatory ..... in favour of the Bank

Designation .....