

Addendum to following Annexure

S No.	Clause in RFP	Clarifications / addition made																
1	<p>A. BRIEF PROJECT REQUIREMENT</p> <p>.....</p> <p>Bank of Baroda intends to procure SMF Batteries (AGM + Gel) for following UPS at Hyderabad office as per details given under:</p> <table border="1" data-bbox="252 831 767 1144"> <thead> <tr> <th>UPS Battery Specifications</th> <th>Qty.</th> </tr> </thead> <tbody> <tr> <td>12V/200AH SMF Batteries for 2 no's of 1000 KVA UPS</td> <td>400</td> </tr> <tr> <td>12V/120AH SMF Batteries for 2 no's of 120 KVA UPS</td> <td>72</td> </tr> <tr> <td>12V/200AH SMF Batteries for 2 no's of 200 KVA UPS</td> <td>80</td> </tr> </tbody> </table> <p>.....</p>	UPS Battery Specifications	Qty.	12V/200AH SMF Batteries for 2 no's of 1000 KVA UPS	400	12V/120AH SMF Batteries for 2 no's of 120 KVA UPS	72	12V/200AH SMF Batteries for 2 no's of 200 KVA UPS	80	<p>A. BRIEF PROJECT REQUIREMENT</p> <p>.....</p> <p>Bank of Baroda intends to procure SMF Batteries AGM / GEL (AGM + Gel) for following UPS at Hyderabad office as per details given under:</p> <table border="1" data-bbox="799 831 1423 1178"> <thead> <tr> <th>UPS Battery Specifications</th> <th>Qty.</th> </tr> </thead> <tbody> <tr> <td>12V/120AH 12V, 650W (minimum) SMF Batteries for 2 no's of 1000 KVA UPS</td> <td>400</td> </tr> <tr> <td>12V/120AH 12V, 400W (minimum) SMF Batteries for 2 no's of 120 KVA UPS</td> <td>72</td> </tr> <tr> <td>12V/200AH 12V, 650W (minimum) SMF Batteries for 2 no's of 200 KVA UPS</td> <td>80</td> </tr> </tbody> </table> <p>.....</p>	UPS Battery Specifications	Qty.	12V/120AH 12V, 650W (minimum) SMF Batteries for 2 no's of 1000 KVA UPS	400	12V/120AH 12V, 400W (minimum) SMF Batteries for 2 no's of 120 KVA UPS	72	12V/200AH 12V, 650W (minimum) SMF Batteries for 2 no's of 200 KVA UPS	80
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2	<p>Annexure 02 - Eligibility Criteria</p> <p>D. Experience & Support Infrastructure</p> <p>.....</p> <p>6. Bidder should have support office in Hyderabad</p> <p>(Supporting documents required - Letter of confirmation from bidder / OEM)</p> <p>.....</p>	<p>Annexure 02 - Eligibility Criteria</p> <p>D. Experience & Support Infrastructure</p> <p>.....</p> <p>6. Bidder / OEM should have support office in Hyderabad</p> <p>(Supporting documents required - Letter of confirmation from bidder / OEM)</p> <p>.....</p>																



Addendum 02 - dated 09th November 2022

S No.	Clause in RFP	Clarifications / addition made
3	Clause not available	<p>Additional Clause:</p> <p>LIMITATION OF LIABILITY</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>

Addendum 02 - dated 09th November 2022

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4	<p>Annexure 08</p> <p>Letter of Undertaking from OEM</p> <p>.....</p> <p>We assure you that in the event of M/s not being able to fulfill its obligation in respect of the Warranty terms defined in the Tender then (OEM Name) would continue to meet these either directly or through alternate arrangements without any additional cost to the Bank.</p> <p>.....</p>	<p>Annexure 08</p> <p>Letter of Undertaking from OEM</p> <p>.....</p> <p>We assure you that in the event of M/s not being able to fulfill its obligation in respect of the Warranty, Preventive Maintenance & scope of work as defined in the Tender then (OEM Name) would continue to meet these either directly or through alternate arrangements without any additional cost to the Bank.</p> <p>.....</p>

All other Terms & Conditions are same as per our Tender No. BCC:IT:PROC:114:39 dated 28th September 2022 for Procurement of UPS Batteries for Hyderabad Office.