



Tender for Empanelment as Approved Car Maintenance Service Providers at Baroda Corporate Centre, Mumbai

Issued By:

**Bank of Baroda, Corporate Office Administration Dept., Baroda
Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra
(East), Mumbai - 400 051**

RFP Reference: BCC:OA:114: 572 Dated 11th March 2022
Email: traveldeskb@bankofbaroda.com
Website: www.bankofbaroda.in
Contact: 022-66985182 /5180

TENDER DOCUMENT FOR EMPANELMENT AS APPROVED CAR MAINTENANCE SERVICE PROVIDER FOR BANK OF BARODA, BARODA CORPORATE CENTRE, MUMBAI

TENDER SUBMITTED BY: M/S. _____

Name and Address:

**Contact Details: Landline:
Mobile No:**

**LAST DATE FOR SUBMISSION
OF TENDER DOCUMENTS : 31st March 2022 (up to 3.00 pm)**

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Schedule of Tender

1	Mode of Tender	Off-line
2	Date of publication	11 th March 2022
3	Date of availability of tender in website to the Vendors for downloading	From 11 th March 2022 to 31 st March 2022
4	Date, time and venue of pre-bid meeting	25 th March 2022 at 3.00 pm, Online
5	Date of closing of tender	31 st March 2022 at 3.00 pm
6	Date & time of opening of pre-qualification Bid	31 st March 2022 at 3.00 pm

Note:

- In the event of any unforeseen closure of work/ holiday on any of the above days, the same will be opened / held on the next working day.
- Tenders received after due date and time shall be rejected.
- Tenders not complying with the provisions of bidding documents are liable to be rejected.
- In case of any problem/dispute, decision of General Manager & Head (FM, COA, PD, RD & Security) will be final and binding on all parties.

- 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 (**Annexure - E**).
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or

- registered in such a country; or
- d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

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

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

Explanation—

- a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
- b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust 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 Tender for Empanelment as Approved Car Maintenance Service Providers at Baroda Corporate Centre, Mumbai

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 bidders or any person acting on behalf of the bidders strictly adhere to the instructions given in the document and maintain confidentiality of information. The bidders will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the Bank In the event that such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

TENDER NOTICE

Bank of Baroda, Baroda Corporate Centre, Mumbai - 400 051, invites sealed tenders from Reputed Auto Garages / Vendors in Mumbai for empanelment as approved service providers for maintenance, servicing, replacement of spare parts and accessories of its Bank owned Cars at Baroda Corporate Centre, BKC ,Mumbai.

Tenders is to be submitted on or before **3.00 pm on 31st March 2022** for more details, please log on to our website <http://www.bankofbaroda.in> under Tender Section.

**VENUGOPAL N.
GENERAL MANAGER & HEAD
(FM, COA, PD, RD &SECURITY)**

**CORP. OFFICE ADMINISTRATION
BCC, MUMBAI
REFERENCE: BCC:OA:114:572
DATE: 11th March 2022**

DISCLAIMER

Bank of Baroda, Mumbai has prepared this document to give background information on the tender to the interested parties. While Bank of Baroda has taken due care in the preparation of the information contained herein and believe it to be accurate, neither Bank of Baroda nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested parties are required to make their own enquiries and respondents will be required to confirm in writing that they have done so, and they do not rely only on the information provided by BANK OF BARODA in submitting the application forms. The information is provided on the basis that it is non-binding on Bank of Baroda or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

Bank of Baroda reserves the right not to proceed with the appointment or to change the terms and conditions of the tender, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest.

No reimbursement of cost of any type will be paid to persons or entities expressing interest.

TENDER DETAILS

Bank of Baroda, Baroda Corporate Centre, Mumbai - 400 051, intends to empanel Reputed Auto Garages / Vendors in Mumbai for empanelment as approved service providers for maintenance, servicing and replacement of spare parts of its Bank owned Cars at Baroda Corporate Office, BKC, Mumbai. For this purpose, offers are invited in sealed envelope from reputed Auto Garages, A/C Repair & Service centers, Auto Battery Dealers, Tyre Dealers, Car Accessory Suppliers and vendor for emergency repairs for engaging their services. Only those Service providers that fulfil the following Pre-Qualification Criteria will be considered.

Pre-Qualification Criteria:

- a) The service provider,/vendor/company mandatorily be Authorized Service provider /Authorized Dealer (Latest Certificate to be submitted,) & based in Mumbai or having its office in Mumbai within 35 KM radius of Baroda Corporate Centre, BKC, BCC, Mumbai..
- b) The service provider / Vendor / company for emergency repairs must be Reputed Auto Garage located within 5 KM radius of Baroda Corporate Centre, BKC, Mumbai.
- c) The service provider/vendor/company should have the minimum experience of **three** years as on 31.03.2021 in the field of providing Service to any Public Sector undertaking (PSU), Govt. Organization, educational institution, or any other reputed private organization, etc. The tenders of the Service Provider/vendor/company with inadequate/irrelevant experience as mentioned above are liable for rejection.
- d) Should have minimum turnover of **Rs.50.00 Lakh (Rupees Fifty Lakhs Only)** for each year during last three financial years in car maintenance services (Submit audited balance sheet of F.Y. 2018-19, 2019-20 and 2020- 21 along with **CA certified annual turnover certificate (original) to be submitted.**
- e) The Auto Battery Dealers, Tyre Dealers, A/C Repair and Service Centres, Car Accessories Suppliers and Vendor for Emergency Repairs should have minimum turnover of **Rs.10.00 Lakh (Rupees Ten Lakhs Only)** for each year during last three financial years in car maintenance services (Submit audited balance sheet of F.Y. 2018-19, 2019-20 and 2020- 21 along with **CA certified annual turnover certificate (original) to be submitted.**
- f) The Service provider/firm/company shall maintain at its own cost all required Insurance Coverage under the applicable Laws.
- g) **Earnest Money Deposit (EMD)** of Rs.25,000/- (Rs. Twenty Five Thousand Only) has to be paid along with the tender by RTGS / NEFT / Online Fund Transfer. **The EMD shall be forfeited by the Bank, if tenderer withdraw his tender after opening of the Tender.**
- h) The Service provider/ firm/company should not be a delisted / blacklisted entity by any Government department / PSU / PSE or banks / FIs for providing car maintenance service. **Self-declaration to that effect should be submitted together with the Pre-Qualification Bid (Annexure – D).** The service provider should have reputed background. The service provider should be a financially sound company/Firm.
- i) Before applying for the tender copy, the service providers in their own interest shall ascertain and satisfy themselves that they fulfill the above conditions. The service provider may also note that issuance of blank tender document does not mean that the qualifying requirements have been fulfilled.

- j) Tender Forms & Tender Document can be downloaded from our website (<https://www.bankofbaroda.in>). The said tender will be available on Bank's website under Tenders' Section.
- k) Eligible service providers may submit their bids at Office Administration Department, BCC, BKC, Mumbai by **3.00 pm of 31st March 2022**. They may ensure that all relevant documents are submitted with the tender application. The service providers are required to preserve the originals of documents ready for verification by the Bank of Baroda at any point of time. The service providers may please note that tender cannot be submitted after the cut-off date and time. No extension of time will be permitted for submission of tenders and/or documents.
- l) A Pre-Bid Meeting will be conducted at **03.00 pm on 25th March 2022**. However, considering the present situation of Covid-19 pandemic, it is decided to hold the meeting **online** (on Microsoft Teams) with the participants to clarify their doubts regarding applying for the tender and its process. An applicant, who is interested to participate in the meeting, may furnish his/her name and e-mail ID to traveldeskbcc@bankofbaroda.com with a copy mark to oa.bcc@bankofbaroda.com by **03.00 pm on 23rd March 2022**.
- m) "Pre-qualification Bid" will be opened on at **03.00 pm of 31st March 2022** in the presence of such service providers who desire to remain present. An applicant, who is interested to participate in the pre-qualification bid meeting, may furnish his/ her name and e-mail ID to traveldeskbcc@bankofbaroda.com with a copy mark to oa.bcc@bankofbaroda.com by **03.00 pm of 31st March 2022**
- n) Bank reserves the right to award contract for all required services either to one party or more than one party from / among the eligible/qualified bidder/bidders and the empanelment of service provider/firm/company will be awarded on the basis of past experience and availability of their service center/s as per Bank's convenience. Bank also reserves the right to amend or withdraw any of the terms and conditions mentioned in the tender document or to reject any or all the tenders without giving any notice or assigning any reason. The decision of the Bank in this regard shall be final and binding on all.
- o) Bank Officials shall visit the clients of the eligible bidders to receive on the spot information regarding the quality of services provided, inspect car maintenance infrastructure etc.
- p) The tenders of the service provider/firm/company not in possession of valid statutory sanctions/registrations/ permits are liable for rejections.

Note: Service Provider currently providing service with the Bank is also required to apply afresh tender.

**CHIEF MANAGER
HRM & COA
BANK OF BARODA
BARODA CORPORATE CENTRE**

INSTRUCTIONS TO SERVICE PROVIDER

The tender documents complete in all respect may be dropped in tender box kept at the office address as under:

General Manager and Head (FM, COA, PD, RD & SECURITY)
Bank of Baroda
1st Floor, Baroda Corporate Centre, G- Block,
Bandra Kurla Complex, Bandra (E), Mumbai- 400051.

The last date for submission of tender form is **31st March 2022 up to 03:00 p.m.**

2. The complete tender documents (Pre-Qualification Bid) in sealed envelope, duly marked as “Pre-Qualification Bid” to be placed in a single cover super scribed “**Tender for Empanelment of Approved Car Maintenance Service Providers as Authorized Auto Garage / A/C Repair and service Centre/ Authorized Battery Dealer / Authorized Tyre Dealer / Authorized Car Accessory Dealer /Vendor for Emergency Repairs (as the case may be) at Baroda Corporate Centre, Mumbai**” along with credentials as mentioned in Pre-Qualification Bid should be submitted.
3. The duly filled-in, signed, sealed and super scribed tender envelope must be dropped in the Tender Box placed at the above mentioned address.

Other Details:

1. Pre-Qualification Bid: -

- a) This will contain the Bank’s terms and conditions for the services (Rates and amounts of items shall not appear anywhere in this part) with service providers’ covering letter and the **EMD (Earnest Money Deposit) of Rs.25,000/-**. EMD will be waived for service providers having valid relevant MSME registration certificate and Government Organizations. If aforesaid valid MSME or NSIC registration certificate is not found then Bank will reject the Bid considering as without EMD. Micro and Small Enterprises need to submit the declaration with respect to EMD exemption. Format of declaration is attached (**Annexure F**).
- b) The service provider will have to pay Earnest Money Deposit along with the tender by RTGS/NEFT/ Online Fund Transfer. The payment receipt of the EMD is to be sealed in one cover super-scribed as “**EMD**” and to be kept inside the sealed envelope containing complete tender document. No interest is payable on EMD. The amounts deposited by the unsuccessful bidders would be refunded after the suitable service providers are finalized.

The earnest money deposit may be forfeited or the bank guarantee in lieu of EMD may be invoked by the Bank:

1. If the Bidder withdraws its bid during the period of bid validity period specified by the Bidder on the Bid Form; or
2. In case of the successful Bidder, if the Bidder fails to:
 - Sign the Contract within 1 month of issue of purchase order / letter of intent.

Unsuccessful Bidder’s- Bid security money deposit will be returned by the Bank within two weeks from closure of the Tender.

- c) EMD can be deposited through RTGS/NEFT fund transfer **on or before 1.00 pm on 31st March 2022** to the designated account, the details of which are given as under:-

Account Number: – 29040400000417
Type of Account: - OD Account
Bank Name: - Bank of Baroda.
Account Name:- BCC OFFICE ADMN AND SECURITY
Branch: - BKC
IFSC: - BARB0BANEAS (5th character is “ZERO”)

- d) Tenders without earnest money will be rejected. Payment of EMD to be done by online mode ONLY.
- e) Further advertisement/notice shall not be released in newspaper. Any change in terms & condition, addendum shall be notified only on Bank’s website. Service Providers bidding for this tender are advised to check the website before submission of EMD / commencement of tender process.
- f) **Each page of the tender document including attachments should be duly signed by the authorized signatory** (who has signed the Bid), and submitted with the Pre-Qualification Bid in token of bidder’s confirmation to accept the terms and conditions and other provisions contained in it.

2. Scope of Work: -

Bank of Baroda, Baroda Corporate Centre, Mumbai - 400 051, intends to empanel Reputed Auto Garages / Vendors in Mumbai for empanelment as approved service providers for maintenance, servicing and replacement of spare parts of its Bank owned Cars at Baroda Corporate Office, BKC, Mumbai. For this purpose offers are invited from reputed Auto Garages, A/C Repair & Service centers, Auto Battery Dealers, Tyre Dealers, Car Accessory Suppliers and vendor for emergency repairs, in sealed envelopes for engaging their services as approved service providers.

4. Applicable Law and Jurisdiction:-

All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Courts at Mumbai.

5. Process for evaluation of Pre-Qualification Bid:

Pre-Qualification bids shall be opened by a committee constituted by the Bank for the evaluation of the applications/Bids. After evaluation of the Pre-Qualification bids, a list of applicants who are eligible shall be prepared by the Bank based on the pre-qualification criteria prescribed by the Bank. Pre-Qualification Bids shall be evaluated based on the documents/information furnished by the applicants/bidders, eligibility criteria prescribed by the Bank, inspection of office premises and infrastructure of the applicants/bidders etc. if required. The Bank will arrange to inspect the Office Premises, if desired and status of applicants/bidders through a Committee of Officials of the Bank and/or through an Investigator appointed for the purpose to verify the existence of firm/establishment, its infrastructure and status of the firm/establishment of applicants/bidders in providing efficient services so as to take a decision about the qualification of the applicant in “Pre-Qualification Bid” evaluation, if required. The decision of Bank of Baroda in this regard shall be final and binding on the applicants/bidders. In case of any variations / conditions / deviations stipulated by the applicants/bidders in their Pre-Qualification bid, the same will not be accepted by the Bank.

TERMS AND CONDITIONS OF THE TENDER & GENERAL INFORMATION

Please read the following Terms & Conditions carefully before filling up the Tender Document. Incomplete Tenders will be rejected.

1. Bank shall empanel minimum two service providers for each Car Manufacturing Company of which Bank of Baroda is in possession of cars such as Toyota, Honda, Maruti, Skoda, etc.. The contract shall be initially for a period of one year and may be extended for a further period subject to satisfactory performance at the discretion of Bank on the same terms and conditions or with some addition/ deletion/ modification for a further period of maximum up to -02- years, one year at a time.
2. Bank may for any reason whatsoever at its absolute discretion may repudiate / terminate this tender by issuing a notice of one month to the registered office of the car maintenance service provider without assigning any reason. Bank reserves the right to cancel the contract at any time without assigning any reasons whatsoever.
3. Bank reserves the right to terminate the contract at any time without assigning any reasons by giving a one month notice to the contracting service provider/firm/company.
4. The service provider/firm/company shall not be allowed to transfer, assign, pledge or sub-contract its responsibilities, rights and liabilities under this contract to any other agency without prior written consent of Bank.
5. The service provider agency/firm/company shall abide by the rules and regulations of RTO, Insurance Govt. of Maharashtra / India particularly applicable to his business.
6. The service provider/firm/company may get urgent and immediate requirement of maintenance from the Bank and shall provide the services promptly as per requirement. The service provider/firm/company should be in a position to cater to urgent and immediate assistance to the Bank's Car's on short notice as and when desired by Bank i.e. 24x7 for car garage / work shop and 08.00 HRS to 20.00 HRS for others. Pick Up and drop facility should be provided by service vendor free of cost.
7. In the event of emergent repair work viz. body damage denting / painting, or defect leading to break down of vehicle, Bank may entrust the repair work to the vendor for Emergency Repairs located within 5 KM of Baroda Corporate Centre to make the vehicle road worthy. Repair cost should be subject to work at minimal and as approved by Bank.
8. The Battery vendor will have to provide good quality service Battery as and when required and as temporary replacement for Battery sent to manufacturing company in case of manufacturing defect within warranty period. In case of purchase of new battery the old battery is to be mandatorily taken in exchange by vendor against value and it should reflect in invoice raised for payment.
9. The Tyre vendor must mandatorily take in exchange old tyres against value and it should reflect in invoice raised for payment.
10. The Bank's car if taken to the service provider/ garage should be supplied back in good condition i.e. in better condition than the way it is taken to the garage.
11. No major repairs/replacement to be done by the service provider on Bank's car without prior written consent of our office.

12. Work assigned must be done strictly in conformity with approved estimate and no addition / deletion should be done without prior written approval of Bank.
13. In case of replacement of major items, the same to be done with written prior consent and the replaced item should be of same company as that of the vehicle. Non branded items should not be used in any case. Old replaced parts/components must be mandatorily returned with repaired vehicle for inspection.
14. The mechanics, if deployed on the Bank's location should be fully conversant with terms of our contract and must wear proper uniform while on duty at our premises, proficient in speaking local languages, well mannered, courteous with proven integrity, etc. and should always carry a mobile phone with him.
15. In case, the mechanics deployed by the successful service provider/ firm / company commits any act of omission / commission that amounts to misbehavior/misconduct / indiscipline / incompetence, Bank may impose penalty as deemed fit on the service provider/firm/company.
16. The service provider/firm/company and the Bank shall make every effort to resolve any dispute or disagreement amicably by direct informal negotiations. However, in case of any unresolved issues /disagreements / disputes in connection with the contract, the same shall be settled under the Court of Law within its jurisdiction at Mumbai. The resultant contract will be interpreted under Indian Laws.
17. Upon receipt of complaint from the competent Official of Bank, the successful service provider / firm / company shall immediately replace any of its mechanics against whom any unsatisfactory report has been put on record.
18. The successful service provider/ firm / company shall assign a SPOC (Single Point of Contact) who shall be responsible for immediate interaction with the Bank so that optimal services could be availed without any disruption. The SPOC should be available round the clock on his own direct telephone (office as well as Mobile) so as to respond to the call for services in emergent cases.
19. The Vehicles will be sent to the workshop/ garage / service station of authorized service provider for obtaining estimate of work / fault finding. Bank will not pay charges of any kind for obtaining estimate of work / fault finding nor will allow to add the same to Bill if vehicle is sent for repairs / servicing after obtaining estimate of work / fault finding. Bank reserve the right to obtain as many estimates from empanelled service provider and obtaining estimate / fault finding will not necessarily mean granting of work order.
20. Bank will allot work to any empanelled service provider as may deem fit and no claim / complaint / correspondence of what so ever nature will be entertained at any time during term of contract / empanelment of service provider. Granting of work order will be sole discretion of bank.
- 21. The Parts, accessories and Labour charges should be mandatorily in conformity with Manufacturing Company's standard pricing for Parts, accessories and labour. Any deviation will result in Termination of Contract automatically. The successful service provider/ firm / company must furnish the rate catalogs provided by manufacturing company and keep them updated as and when increase / decrease is communicated by manufacturing company.**
22. The Service provider, Company / Firm / service provider shall submit the bills immediately after completion of the work (Hard Copy to be submitted to Traveldesk Department, OA, BCC, BKC, Mumbai & soft copy by email on email ID traveldesk.bcc@bankofbaroda.com).

23. Payment against Bill shall be made only after scrutiny, verification and satisfactory services to be certified by the Office Administration Department. No interest will be payable on the nonpayment due to delayed submission of bill and non-satisfactory services. No advance payment will be made.
24. Credit Period will be 15 working days after receipt of original bill by Traveldesk Dept, OA, Baroda Corporate Centre, BKC, Mumbai.
25. On completion of work vehicle has to be released immediately, without any delay or reason of what so ever nature .Pendency / dispute of Bill pertaining to one vehicle should not result in delay / withholding another vehicle for delivery / release. Incidence of such nature will terminate the contract.
26. The Income Tax (T.D.S.) and GST TDS shall be deducted at prevailing rate from the monthly bills, as amended form time to time in accordance with the provisions of Income Tax Department& GST department. Certificate of Income tax (TDS) shall be issued by the Bank to the service provider.
27. In case, the Company / Firm / service provider fails to comply with any statutory /taxation liability under appropriate law, and as a result thereof Banks put to any loss / obligation, monetary or otherwise, Bank shall be entitled to get itself reimbursed out of the outstanding bills of the Service provider, to the extent of the loss or obligation in monetary terms.
28. The successful tender will have to make agreement with the Bank broadly covering scope of work, requirements, terms and conditions of the services to be provided to the Bank on a judicial stamp paper as per the prevailing requirement, the cost of which will be borne by the service provider/firm/company.
29. Bank reserves the right to cancel the contract at any time without assigning any reasons whatsoever.
30. **Penalty Clause:**

In case of delay in services provided or delay in delivery of the vehicle post maintenance within agreed stipulated timeline, the Bank shall impose suitable penalty except in case of “force majeure” as defined below.

FORCE MAJEURE: Neither party shall be liable for any delay in performing obligations or for failure to perform obligations if the delay or failure results from any of the following (whether happening in India or elsewhere) FORCE MAJEURE, Act of God or any governmental Act, fire, earthquake, explosion, accident, industrial dispute, civil commotion or anything beyond the control of either party. The parties hereto shall make all reasonable endeavor’s to minimize any such delay. Upon cessation of the event giving rise to the delay, the parties shall, in so far as may be practicable under the circumstances, complete performance of their respective obligations as described in these terms and conditions. If a Force Majeure situation arises, the effecting Party shall promptly notify the other Party 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.

31. The service provider / firm / company shall not use the name of Bank in any manner either for any credit arrangements or otherwise and it is agreed that Bank shall not in any way be responsible for the debts/liabilities, or obligations of service provider / firm / company and/or its employees.

32. Right to Reject Bids:

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

- ▶ It is not in conformity with the instructions mentioned in the Tender 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 Tender.

Further Bank reserves the rights to:

- ▶ Reject any or all responses received in response to the Tender
- ▶ Extend the time for submission of all proposals
- ▶ Cancel the Tender at any stage, without assigning any reason whatsoever.
- ▶ Revise any part of the Tender document, by providing a written addendum at any stage till the closing date of the Tender .The Bank reserves the right to issue revisions to this Tender document at any time before the closing date. The addendums, if any, shall be published on Bank's website only.

33. 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

(The Bank reserves the right to add/delete /modify any terms and conditions besides reserving the right to accept or reject the applications. Accepting the application by the Bank would not guarantee the award of work.)

COVERING LETTER

To,

The Chief Manager
HRM & COA.
Bank of Baroda
Baroda Corporate Centre
Mumbai,

Re: Tender for Empanelment as Approved Car Maintenance Service Providers at Baroda Corporate Centre, Mumbai

Having examined the conditions specified in the memorandum herein set out and acquired the requisite information relating thereto as affecting the tender, we hereby offer to provide Car maintenance services specified in the said memorandum while strictly adhering to the time specified in it, and in all other respects in accordance with such conditions as may be applicable.

MEMORANDUM:

a.	Description of work	Bank of Baroda, Baroda Corporate Centre, Mumbai - 400 051, intends to empanel Reputed Auto Garages / Vendors in Mumbai for empanelment as approved service providers for maintenance, servicing and replacement of spare parts of its Bank owned Cars at Baroda Corporate Office, BKC, Mumbai. For this purpose offers are invited from reputed Auto Garages, A/C Repair & Service centers, Auto Battery Dealers, Tyre Dealers, Car Accessory Suppliers and Vendors for emergency repairs, in sealed envelopes for engaging their services.
b.	Tenure	The Contract will be for one year and renewable annually for a further period of up to two years (one year each time) as per the existing terms and conditions subject to providing satisfactory services.

2. Should this tender be accepted, We hereby agree to abide by and fulfil all the terms and provisions of the said contract annexed hereto in so far as they may be applicable or in default thereof to forfeit and pay to the Bank of Baroda the amount mentioned in the said conditions.
3. I / We confirm payment of Earnest Money Deposit (Rs.25,000/-) in favor of Bank of Baroda by NEFT/RTGS/online payment, & enclose herewith the details of transaction.
4. We enclose herewith all relevant information/details/list of documents as per prescribed/Mentioned in the format of Application form.

UNDERTAKING BY THE SERVICE PROVIDER:

I / We hereby declare having read the specimen of the terms and conditions attached with the offer document and note to abide the covenants of the terms and conditions.

Signature with rubber stamp:

Name:

Date:

Place:

**PRE-QUALIFICATION BID
FORMAT FOR APPLICATION FORM**

From,

.....
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.....
.....

To,

The Chief Manager
HRM & COA.
Bank of Baroda
Baroda Corporate Centre
Mumbai

Dear Sir,

Re: Application of Tender for Empanelment as Approved Car Maintenance Service Providers at Baroda Corporate Centre, Mumbai

Ref: Advertisement in Website/Newspaper dated _____

We wish to introduce ourselves as Car Maintenance Service provider and request you to consider our application for providing Maintenance services for cars. We furnish hereby the required information about our Service Provider/firm/company/ and business.

S No.	Particulars	Details
1	Name/Address of Service Provider with Tel. No., Fax No. Mobile No & Email Address. (Please attached proof of address and mention Name Of contact person) Proximity from our BKC office (in kms.)	
2	Details of Service Station Authorization / Dealership awarded by manufacturing company.(Latest Certificate issued by Mfg. Company to be attached)	
3	Legal status (individual, proprietary, partnership firm, limited company, corporation, etc.) (copies of the registration to be attached)	
4	Name of Manager or other contact person with designation, Telephone Nos. - Office / residence / Mobile No. (attach separate sheet)	
5	Month and Year of commencement business. (please attach proof)	
6	Statutory details (Photocopies to be attached): 1] Registration number of the firm (as per shop and establishment act.). 2] PAN, 3] GST – Registration	Please attach copy of certificate in support of proof
7	Total No of employees (on company's payroll) (please attach proof)	

8	List of present and past clients (Please attach client certificate / work orders etc. clearly giving period of contact)	Please attach copy of certificate in support of proof
9	Turnover in the field of providing car maintenance services done during the last three years (2018-19, 2019-20 and 2020- 21) (please submit documentary evidence i.e. CA Certified Profit and Loss account, Balance Sheet & Income Tax return filed) along with CA certified annual turnover certificate (original) is required to be submitted.	Please attach copy of Audited Balance Sheet along with CA certified annual turnover certificate (original) in support of proof

DECLARATION OF THE APPLICANT

We hereby confirm that the information furnished herein above is true & to the best of our knowledge and belief. If any information is found incorrect or false we may be debarred from the tender process / being awarded the contract. You are free to call for confidential opinion from any one of our clients as also from our Banker as you deem fit. We also certify that, we have understood all the terms and conditions indicated in the tender document and hereby accept the same completely.

Authorized signatory with seal / Stamp:

Name:

Place:

Date:

Additional Documents/ details to be enclosed:

The above details are submitted as per the car maintenance service provider specifications. We are aware that if the details of car maintenance service providers are not submitted in the prescribed format, the same are liable for rejection.

DECLARATION FORM TO BE FILLED IN AND SIGNED BY THE INTENDING APPLICANT

1. I/We have carefully studied and understood the eligibility conditions and other terms and conditions and satisfied myself / ourselves that all the eligibility conditions are being met by me / us.
2. The above information furnished is true to the best of my/our knowledge and if any information is found untrue or false, I/we may be debarred from the empanelment process or if empanelled, I/we may be removed from the approved list of Service Providers.
3. I/We understand that the Bank reserves the right to accept or reject any or all the applications for empanelment either in part or in full, without assigning any reason thereof. The decision of the Bank of Baroda in selection of the Service Providers will be final and binding on me/us.
4. I/We understand that if empanelled, I/We may be removed from the approved list of Service Providers if my / our performance is/are not found to be satisfactory and I/We may also be liable to be debarred from dealing with the Bank for a period extending up to three years or beyond.
5. No other firm / company from our business group has applied for empanelment in the segment applied for with BANK OF BARODA, Baroda corporate center, Mumbai.
6. I/we have not been debarred / delisted by any Govt. / Semi Govt. / PSU Organizations/ Regulatory Bodies.
7. I/we also agree that I/We have no objection if enquires are made about the works from our client/banker etc.

Place:

Date:

Signature of the Applicant/Applicants (with seal)

SELF-DECLARATION LETTER

To,

The Chief Manager
HRM & COA.
Bank of Baroda
Baroda Corporate Centre
Mumbai,

Re: Tender for Empanelment as Approved Car Maintenance Service Providers at Baroda Corporate Centre, Mumbai

In response to the Tender Document for **Empanelment as Approved Car Maintenance Service Providers at Baroda Corporate Centre, Mumbai**, I / we hereby declare that presently our company / firm is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.

We further declare that presently our Company / firm is not delisted / blacklisted by any Government Department/PSU/PSE or Banks/FIs.

At any given point of time, if this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender may be cancelled with immediate effect.

,

Thanking you,

Yours faithfully,

Authorized signatory with seal / Stamp:

Name:

Place:

Date:

Annexure E

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

Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

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.]"

Further 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 subcontract 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 fulfil 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 through our Authorized signatory/ies after having read and understood the Office Memorandum and Order including the words defined in the said order.

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor'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)
2.
3.
4.

BID SECURITY DECLARATION FORM

Date:

RFP/ Tender No:

To (Insert complete name and address of the purchaser)

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

OR

- 2A. As per the tender / RFP no: floated for at para no: a Bid Declaration Form in lieu of Bid Security is required to be submitted by me/ as per Rule 170 of General Financial Rules (GFRs) 2017 by Micro and Small Enterprises (MSEs).
3. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of (as per the OM dated 12/11/2020 they will be suspended or the time specified in the tender documents. Hence the said period may be mentioned herein) year from the date of notification if I am/ We are in a breach of any obligation under the bid conditions, because I/We
 - a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
 - b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to Bidders.

4. I/We understand this Bid Securing Declaration shall cease to be valid if I/We are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

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

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

In the capacity of: (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for and on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

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