



# Tender for Procurement of UPS Batteries for Hyderabad Office

Bank of Baroda  
Baroda Sun Tower  
IT Department  
C-34, G-Block  
Bandra Kurla Complex  
Bandra (East), Mumbai - 400 051

**Tender No. BCC:IT:PROC:114:39**

**Date: 28<sup>th</sup> September, 2022**

**[A] Important Dates:**

#	Particulars	Timeline
1	<b>Tender Issuance Date</b>	<b>28<sup>th</sup> September 2022</b>
2	Tender Coordinator Name, Contact details (Bank)	<ol style="list-style-type: none"> <li>1. Mr. Sanjay Kumar Yadav, Manager (IT)</li> <li>2. Contact No. - 022-66981554 / 3237</li> <li>3. Email: <a href="mailto:rfp.it.procurement@bankofbaroda.com">rfp.it.procurement@bankofbaroda.com</a></li> <li>4. Postal Address: The Chief Manager (IT Procurement), Bank of Baroda, C-34, G-Block, Baroda Sun Tower, 3<sup>rd</sup> Floor, Bandra-Kurla Complex, Bandra East, Mumbai – 400051.</li> </ol>
3	Pre-bid Meeting & Venue details	<ul style="list-style-type: none"> <li>• Pre bid meeting will be held online through Online Meeting Platform (i.e. Microsoft Teams) on 03<sup>rd</sup> October 2022 at 02:30 PM.</li> <li>• Bidder to submit a maximum of -2- participant's names, contact numbers, designations and e-mail IDs on <a href="mailto:rfp.it.procurement@bankofbaroda.com">rfp.it.procurement@bankofbaroda.com</a> by 17:00 PM on 01<sup>st</sup> October 2022 along with pre-bid clarification.</li> <li>• Meeting invite Link will be sent by the Bank to bidder's provided email IDs to join the Online Meeting as per the schedule mentioned above.</li> <li>• Bidder representatives will have to click the Bank provided link (provided in the e-mail) to join the On-Line Pre-bid meeting.</li> </ul>
4	Last Date & Time for Submission of bids	<b>3:00 PM on 07<sup>th</sup> October 2022</b> Mode: Online on URL: <a href="https://www.tenderwizard.com/BOB">https://www.tenderwizard.com/BOB</a>
5	Eligibility Cum Technical Bid Opening Date	<b>4:00 PM on 07<sup>th</sup> October 2022</b> Mode: Online on URL: <a href="https://www.tenderwizard.com/BOB">https://www.tenderwizard.com/BOB</a> <ol style="list-style-type: none"> <li>1. The meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams)</li> <li>2. Bidders are requested to send bid submission confirmation with their email address for attending online bid opening meeting. on <a href="mailto:rfp.it.procurement@bankofbaroda.co.in">rfp.it.procurement@bankofbaroda.co.in</a> email id after tender submission time is over.</li> </ol>
6	Bid Security / EMD (Earnest Money Deposit)	Rs. 3,00,000/- (Rupees Three Lakh only)
7	Mode of bid submission & online portal's URL	Mode: Online URL: <a href="https://www.tenderwizard.com/BOB">https://www.tenderwizard.com/BOB</a>
8	All letters must be addressed to the	Chief Technology Officer Bank of Baroda, Baroda Sun Tower, C-34, G-Block, BKC, Mumbai-400051.
9	Support details of Online Portal facilitator	Helpdesk Contact No. 080 - 45811365 / 45982100 Email: <a href="mailto:eprocurebob@etenderwizard.com">eprocurebob@etenderwizard.com</a> Mr. Krupesh, Phone: 8800907637

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## A. BRIEF PROJECT REQUIREMENT

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 bid document, hereinafter called Tender, to eligible Vendors, hereafter called as 'Bidders / Vendors', to participate in the competitive bidding towards procurement of UPS Batteries for Hyderabad office.

The Bank, for this purpose, invites proposal from vendors who are interested in participating in this Tender and who fulfil the eligibility criteria as mentioned under Annexure 02. The participating vendor must agree with all the terms & conditions mentioned under this Tender document.

Bank of Baroda intends to procure SMF Batteries (AGM + Gel) for following UPS at Hyderabad office as per details given under:

Sr. No.	UPS Battery Specifications	Quantity
1	12V/200AH SMF Batteries for 2 no's of 1000 KVA UPS	400
2	12V/120AH SMF Batteries for 2 no's of 120 KVA UPS	72
3	12V/200AH SMF Batteries for 2 no's of 200 KVA UPS	80

The vendor shall ensure that the SMF batteries offered under their bid proposal will be accommodated within existing UPS battery racks of the Bank. The details of these racks is as under:

S #	UPS Details	No. of Racks	Rack's Dimension (in inches)
1	UPS1 - 1000 KVA	5	Length = 96, Width = 22, Height = 80.4
2	UPS2 - 1000 KVA	5	Length = 96, Width = 22, Height = 80.4
3	UPS3 - 120 KVA	1	Length = 61.2, Width = 18, Height = 80.4
4	UPS4 - 120 KVA	1	Length = 61.2, Width = 18, Height = 80.4
5	UPS5 - 200 KVA	1	Length = 96, Width = 22, Height = 80.4
6	UPS6 - 200 KVA	1	Length = 96, Width = 22, Height = 80.4

The existing interlink cable can be utilized for the connection of new batteries. The supplier shall make their own arrangement for pickup and movement of old batteries from the site within a week from the date of decommission and they can use the facility of Bank's lift for loading & unloading of batteries if needed.

## B. TECHNICAL QUERIES

For any technical queries or feasibility related assistance to the above project, following officials may be approached.

1. Mr. Sanjay Kumar Yadav (Manager, IT-Procurement), Ph. 022 6698 1554/3237 ([rfp.it.procurement@bankofbaroda.com](mailto:rfp.it.procurement@bankofbaroda.com))

### C. BID SECURITY / EARNEST MONEY DESPOIT:

The vendor needs to submit an earnest money deposit for an amount as mentioned in “Section-[A] Important Dates - Bid Security (Earnest Money Deposit)” at the time of submission of bid documents. The proof of same is required to be submitted while opening of eligibility bid, failing of which the bid of the concerned bidder may be rejected.

Bid Security (Earnest Money Deposit) shall be paid through either:

i) Electronic mode to the below mentioned account:

Account Number-29040400000417

Account Name – Bank of Baroda

Branch- BKC, Mumbai

IFSC- BARB0BANEAS

Or

ii) in the form of a Bank Guarantee of an equal amount issued by a schedule commercial Bank (other than Bank of Baroda) located in India, valid for -08- months in the format provided in the RFP (Annexure 04– Bid Security Form).

The Bid submitted without the Earnest money deposit will be rejected. Non-submission of Earnest Money Deposit in the format prescribed in RFP will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned by the Bank within two weeks from closure of the RFP. No interest shall be paid on Bid earnest money deposit to unsuccessful Bidders. 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:
  - Refuses to accept and sign the contract as specified in this document within 1 month of issue of contract order / letter of intent for any reason whatsoever; or
  - Fails to provide the performance guarantee within 30 days from the purchase order date, for any reason whatsoever; or
  - Fails to comply with any other condition precedent to signing the contract specified in the solicitation documents.

#### Exemption from submission of EMD:

Exemption from submission of EMD shall be given to bidders who are Micro and Small Enterprises (MSEs) / Startups. The bidders who are MSE has to submit necessary document issued by Govt. of India and the bidders who are startups need to be recognized by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC / DIPP which are valid on last date of submission of the tender documents. MSEs / Startups firms which are in the process of obtaining NSIC / DIPP certificate will not be considered for EMD exemption. Bidder has to submit a “Bid Security Declaration” accepting that if they withdraw or modify their bids during period of validity of the bid, they will be suspended for 6 months.

#### **D. PERFORMANCE BANK GUARANTEE:**

The successful vendor shall provide Performance Guarantee within 30 days from the date of receipt of the order in the format mentioned under Annexure 11 to the extent of 3% of the total cost of batteries supplied and should be valid for 3 years plus 3 months covering entire warranty as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a Nationalized Bank only, other than Bank of Baroda.

In the event of non-performance of obligation or failure to meet terms of this Tender, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the bidder. Any amount pending for payment due to non-achieving of milestone/s set under this project or any other reason solely attributable to the bidder should be included in the remaining amount of the contract value.

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

If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the bid security / earnest money deposit taken from the bidder, will be forfeited.

#### **E. BID SUBMITTED 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

The vendor on behalf of the OEM or OEM itself can bid but both cannot bid simultaneously for the same solution in this tender. If vendor submits bid on behalf of the OEM, the same vendor cannot submit a bid on behalf of another OEM in this tender for the same solution.

#### **F. GUIDELINES FOR SUBMISSION DETAILS AND e-TENDERING:**

All the Bid documents submitted should be digitally signed by authorized representative of the bidder. Following Bid documents are need to be submitted through our e-Procurement portal:

<b>Section #</b>	<b>Section Heading</b>	<b>Performa Given</b>
1.	Eligibility criteria compliance with bidder comments	Annexure 02
2.	Undertaking as Per Rule 144 (xi) in the General Financial Rules (GFRs), 2017. Declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per	Annexure 03 along with Copy of certificate of valid registration with the Competent Authority (If applicable)

	the order no. 6/18/2019-PPD dated 23 <sup>rd</sup> July 2020 issued by Ministry of finance department of expenditure. (Signed /Digitally signed documents from authorized representative of bidder & OSD/ OEM)	
3.	Bid Security (Earnest Money Deposit) Letter	Annexure 04
4.	Bid Security Form (EMD in the form of Bank Guarantee)	Annexure 05
5.	Bid Security (Earnest Money Deposit) declaration for Micro and Small Enterprises (MSEs) / Start-ups	Annexure 06
6.	Conformity Letter	Annexure 07
7.	Letter of undertaking from OEM	Annexure 08
8.	Commercial Bid Format	Annexure 09
9.	Escalation Matrix from Bidder	Annexure 10
10.	Copy of the tender document along with annexures and addendum duly sealed and signed on all the pages of the document / digitally signed tender document from authorized representative of bidder.	Bidder to provide
11.	Bidder shall ensure that the SMF Battery (AGM + Gel type) Make & Model within the same Battery Bank remains same.	Bidder to provide letter of undertaking.
12.	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	Bidder to provide
<b>Commercial Bid should be strictly as per the Commercial bid format (Annexure 09). Any commercial bid submitted not in conformity with Annexure 09 and provided along with the Eligibility bid, then whole bid will be rejected outright.</b>		

**Rule 151: Debarment from bidding:**

- (I) A bidder shall be debarred if he has been convicted of an offence—
- Under the Prevention of Corruption Act, 1988; or
  - the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- (II) A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Department of Commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.
- (III) A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website.
- (IV) The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.



## G. EVALUATION METHODOLOGY

There would be a two stage evaluation process for the selection of vendor.

The stages are:

- Stage-1: Eligibility Bid Evaluation
- Stage-2: Commercial Bid Evaluation

The Eligibility Criteria would be evaluated first for the participating bidders. The bidders who meet all Eligibility Criteria will be shortlisted for the Commercial bid evaluation.

The Bank will open the eligibility bids in presence of bidders' representative(s) who choose to attend, at the time and date mentioned in Bid document. The bidder's representatives who will be present during bid opening shall mark their presence in attendance.

During evaluation of the Responses, the Bank, at its discretion, may ask the bidder for clarification in respect of its response. The request for clarification and the response shall be in writing, and no change in the substance of the response shall be sought, offered, or permitted. The Bank reserves the right to accept or reject any response 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.

### **Eligibility Bid Evaluation:**

The bidders who fulfil the criteria mentioned under Annexure 02 are eligible to respond to the RFP. The Bidders would need to provide supporting documents as part of the eligibility proof. The bidders who do not fulfill any eligibility criteria are liable to be rejected. The eligibility bid documents of the bidders will be evaluated first. Bidders who meet these criteria would only qualify for the commercial bid opening.

### **Commercial Bid Evaluation:**

The commercial bids of only those vendors who qualify in eligibility bid evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the eligible vendors. The commercial bids submitted by vendors will be evaluated based on total cost of ownership (TCO). The vendor who has quoted the lowest commercial will be declared as L1 (Lowest Vendor) and shall be recommended for award of contract.

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

## H. 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 vendors 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 empanelled vendors to resubmit the

commercial 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 vendors agree that they have no reservation or objection to the normalization process and all the vendors will, by responding to this tender, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The vendors, by submitting the response to this tender, agree to the process and conditions of the normalization process.

## I. OTHER TERMS

Please note that any response which does not provide any / all of the information in the specified formats shall be rejected and the Bank shall not enter into any correspondence with the vendor in this regard.

The Bank reserves the right to accept or reject the tender in whole or in parts without assigning any reason thereof. The bank's decision will be final and the bank will not entertain any correspondence in this regard. Bank will not assume any responsibility in case of delay or non-delivery of responses by post, courier, etc. within the stipulated time. Mere response to the tender will not entitle nor confer any right on the vendors for supply/sale to the bank.

Those vendors who do not fulfill any one of the required specifications and not meeting other criteria will not be considered.

## J. PAYMENT TERMS

The payment will be released as follows:

### Payment for Hardware:

- 70% of the Total Cost on delivery of UPS batteries plus 100% of GST amount.
- 20% of the Total cost after one month of successful installation, integration and satisfactory functioning.
- Balance amount of 10% will be released after completion of the warranty period or against submission of Bank Guarantee of Scheduled Commercial Bank in India, other than Bank of Baroda, valid for entire period of warranty plus 3 months (Annexure 12 Bank Guarantee Format for early release of retention money).

The payment will be released from IT Department, BCC as per the payment terms on submission of related documents.

The Bank will pay invoices within a period of 30 days from the date of receipt of invoices. Any dispute regarding the invoice will be communicated to the selected Vendor within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 30 days from the date the dispute stands resolved. There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the vendors. But, any benefit arising out of any subsequent reduction in the prices due to reduction in duty & taxes after the prices are fixed and before the delivery should be passed on to the Bank.

The Vendor must accept the payment terms proposed by the Bank. The commercial bid submitted by the vendors must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the vendor, in case of delays or defaults on the part of the vendor. Such withholding of payment shall not

amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the professional fees quoted by the vendor in the price bid against such activity / item.

#### **K. DELIVERY AND INSTALLATION TIMELINES**

Delivery of required UPS Batteries at our Hyderabad office should be within 4 weeks from the date of purchase order and should be installed and integrated within 7 days from the date of delivery. Vendor shall make arrangement and pay the cost for transportation and insurance of materials to be delivered.

Installation and integration is deemed to be completed when:

a) Batteries supplied as part of Order are rack mounted, connected to the UPS and fully functional.

b) In case of failure on the part of the supplier to adhere to the time schedule, the liquidated Damage condition shall be invoked by the Bank.

The Batteries shall be supplied, Installed and commissioned under the supervision and guidance of Bank officials and UPS Vendor.

The vendor shall disconnect and un-mount old UPS batteries from racks as part of scope of work and make their own arrangement for pick up immediately on the day of installation and integration of newly supplied UPS Batteries.

In the case of additional requirement desired by the Bank during the period of 1 year from date of purchase order, the Bank can place the order for additional 25% no. of batteries over and above the quantity for which Order is placed with a particular bidder.

#### **L. WARRANTY**

Vendor will have to provide a post-installation comprehensive warranty for 36 Months from the date of installation or 37 months from the date of the delivery whichever is earlier.

#### **M. DATE OF MANUFACTURING OF BATTERIES**

The battery(s) supplied should be of recent stock and manufacturing date should not be greater than 2-3 months from the date of supply. The date of manufacturing should be explicitly mentioned on the batteries.

#### **N. REPLACEMENT OF BATTERIES**

In case any of the battery gets faulty within warranty period, the same shall be replaced by the vendor within a week at no extra cost to the Bank.

#### **O. BUY-BACK RATE**

The vendor should specify the buyback rate for old battery(s) in their commercial proposal. The supplier will collect old SMF battery(s) on their cost from the location mentioned. Bank will raise the invoice for buyback (old Battery) with applicable GST and HSN code. The old SMF battery(s) should be taken by successful bidder on buy-back rate.

#### **P. INSTALLATION and INTEGRATION**

Installation and Integration at our Hyderabad office including unpacking of cartons/

boxes, will be the responsibility of the vendor. Vendor will have to install and integrate the batteries and hand it over to BOB for acceptance testing within 7 days from the date of receipt of the batteries at our office.

Vendor will have to pay liquidated damages to BOB @ 1% of the total value per day or part thereof subject to maximum of 5%, for delay in installation, if the delay is caused owing to reasons attributable to the vendor.

#### **Q. DOCUMENTATION**

Vendor will have to supply all necessary documents in English related to the UPS batteries along with their bid submission.

#### **R. RIGHT TO ALTER QUANTITIES**

The Bank reserves the right to alter the requirements specified in the Tender. The Bank also reserves the right to delete one or more items from the list of items specified in the Tender. The Bank will inform all Bidders about changes, if any. The Bidder agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities.

#### **S. FORCE MAJEURE**

Should either party be prevented from performing any of its obligations under this proposal by reason of any cause beyond its reasonable control, the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives prompt notice to the other of any such factors or inability to perform, resumes performance as soon as such factors disappear or are circumvented.

If under this clause either party is excused performance of any obligation for a continuous period of ninety (90) days, then the other party may at any time hereafter while such performance continues to be excused, terminate this agreement without liability, by notice in writing to the other.

#### **T. ARBITRATION**

In the event of a dispute or difference of any nature whatsoever between BOB and the vendor during the course of the assignment arising as a result of this proposal, the same will be settled through the process of arbitration conducted by a Board of Arbitration. This Board will be constituted prior to the commencement of the arbitration and will comprise of two arbitrators and an umpire. BOB and Vendor will each nominate an arbitrator to the Board and these arbitrators will appoint the umpire. Arbitration will be carried out at BOB's office that placed the order. The provisions of Indian Arbitration Act 1996 shall apply to the Arbitration proceeding.

#### **U. INDEMNITY**

The vendor will indemnify, protect and save the Bank against all claims, losses, costs, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. in respect of the UPS batteries supplied by them.

#### **V. CONFIDENTIALITY**

The Vendor shall keep confidential any information obtained under the contract and shall not divulge the same to any third party without consent in writing by BOB. In

case of non-compliance of the confidentiality agreement, the contract is liable to be cancelled by BOB. Further, BOB shall have right to regulate vendor staff.

#### **W. INFORMATION AND SECRECY**

The Vendor must provide a written undertaking to the bank to comply with the secrecy provision pursuant to provision of Banking Regulation Act, 1949 and other applicable laws. The Vendor will follow professional ethics and conduct in performing their duties. The Bank has right to terminate the services of the Vendor if it fails to comply with the conditions imposed. The external and internal auditors of the bank will be given right to review the books and internal controls of the Vendor. Any weaknesses highlighted during the audit must be promptly rectified especially where such weaknesses may affect the integrity of the internal controls of the bank.

#### **X. PUBLICITY**

The vendor shall not advertise or publicly announce that he is undertaking work for BOB without written consent of BOB.

#### **Y. STANDARDS**

All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards.

#### **Z. TRANSPORTATION AND INSURANCE**

The commercial proposals submitted should include the cost of insurance and freight (c.i.f). However, the vendor has the option to use transportation and insurance cover from any eligible source. Insurance cover should be provided by the vendor till the acceptance of the UPS batteries by BOB. The vendor should also assure that the goods would be replaced with no cost to BOB in case insurance cover is not provided.

#### **AA. UPTIME AND PENALTY:**

Bidder will have to guarantee a minimum uptime of 99.9% calculated on a monthly basis.

Uptime percentage will be calculated as (100% less Downtime Percentage). Downtime percentage will be calculated as Unavailable Time divided by Total Available Time, calculated on a monthly basis. Total Available Time is 24 hrs. x 365 days. Unavailable Time is the time involved while any UPS system is inoperative or operates inconsistently or erratically due to issues related to batteries.

If Bidder fails to meet the uptime guarantee in any month then the Bidder will have to pay 1% of cost of the battery as damages OR the warranty period will have to be extended by one month. The Bidder should make an arrangement of battery immediately for replacement of faulty battery.

#### **BB. MAINTENANCE**

Onsite Comprehensive Warranty for 36 Months from the date of installation or 37 months from the date of the delivery whichever is earlier.

Any call logged during the working hours should be attended on the same day, through repair or replacement by a substitute (of equivalent configuration). Also, any call reported after 5.30 p.m. should be repaired / replaced by next working day before 12 noon.

Vendor shall carry out preventive maintenance at least once in a quarter in consultation with the Bank officials concerned, during the warranty period. Preventive Maintenance will include cleaning and servicing of UPS batteries, replacement of worn-out parts, checking diagnostic software.

In case UPS battery, is taken away for repairs, the vendor shall provide a standby battery (of equivalent configuration), so that the work of the Bank is not affected.

The vendor shall give an undertaking that sufficient quantity of spares will be kept as stock during the warranty period at their office in Hyderabad.

#### **CC. SINGLE POINT OF CONTACT FOR SUPPORT**

Bidder has to provide details of single point of contact viz. designation, address, email address, telephone /mobile no. for UPS batteries supplied to the Bank. Escalation matrix for support should also be provided with full details as per Annexure 10.

The Bidder should have local service support office in Hyderabad. The Bidders who are not having the service support center in Hyderabad will not be considered, since this requirement is for Hyderabad.

#### **DD. TERMINATION**

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

The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Vendor, may terminate this Contract in whole or in part, if the Vendor fails to perform any obligation(s) under the Contract.

In the event of the Bank terminating the Contract in whole or in part, the Bank may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered, and the Vendor shall be liable to the Bank for any excess costs for such similar services.

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

#### **EE. AUDIT**

Vendor shall allow the Reserve Bank of India (RBI) or persons authorized by it to access BOB documents, records or transaction or any other information given to, stored or processed by Vendor in relation to the services hereunder within a reasonable time failing which Vendor will be liable to pay any charges/ penalty levied by RBI.

Vendor should allow the Reserve Bank of India (RBI) to conduct audits or inspection of its Books and account with regard to BOB documents by one or more RBI officials or employees or other persons duly authorized by RBI.

#### **FF.NO EMPLOYER EMPLOYEE RELATIONSHIP**

The Vendor or any of its holding / subsidiary / joint venture / affiliate / group / client companies / or any of their employees / officers / staff / personnel / representatives / agents / shall not under any circumstances be deemed to have any employer – employee relationship with the Bank or any of its employees / officers / staff / representatives / personnel / agents.

## GG. AUTHORIZED SIGNATORY

The Vendor shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The Vendor 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 Vendor shall furnish proof of signature identification for above purposes as required by the Bank.

## Annexure 01 - E-Procurement Guidelines

Instructions to Bidders for E-Tendering

General Instructions

To view the Tender Document along with this Notice and its supporting documents, kindly visit following e-Tendering website of Bank of Baroda:

[www.tenderwizard.com/BOB](http://www.tenderwizard.com/BOB)

The bidders participating first time for e-tendering on Bank of Baroda e-tendering portal will have to complete the Online Registration Process on the e-tendering portal. A link for enrolment of new bidders has been provided on the above link. All bidders interested in participating in the online e-tendering process are required to procure Class III Digital Signatures e-Token having -02- certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The bid should be prepared & submitted online using the bidder's authorized Class III Digital Signature (Individual certificate is allowed for proprietorship firms) Digital e- Token.

If any assistance is required regarding e-tendering (registration / upload / download / Bid Preparation / Bid Submission) please contact Tenderwizard Help Desk as per following:

**Helpdesk Contact No.: 080 – 45811365 / 45982100**

**email: [eprocurebob@etenderwizard.com](mailto:eprocurebob@etenderwizard.com)**

### Primary Contact Number

- Mr. Krupesh Kukarni : +91-8800907637

### Alternate Contact Numbers

- Mr. Sandeep Gautam : +91-8800496478
- Mr. Kamal Mishra : +91-8800115821

### Contact No. for other activities

- Registration Help Desk : 080 – 45811365 / 45982100

(Kindly put "REGISTRATION/PROFILE UPDATE" in the subject line of the email to [eprocurebob@etenderwizard.com](mailto:eprocurebob@etenderwizard.com))

- e-procurement queries : 080 – 45811365 / 45982100

(Kindly put "E-PROCUREMENT QUERIES" in the subject line of the email to [eprocurebob@etenderwizard.com](mailto:eprocurebob@etenderwizard.com))

*Note: please note support team will be contacting through email and whenever required through phone call as well. Depending on nature of assistance support team will contact on the priority basis. It will be very convenient for bidder to schedule their online demo in advance with support team to avoid last minute rush.*

### **Downloading of Tender Document**

The tender document is uploaded / released on Bank of Baroda e-tendering portal link as mentioned above. Tender document and supporting documents may be downloaded from same link. Subsequently, bid has to be prepared and submitted ONLINE ONLY as per the schedule given in Notice Details. The Tender document will be available online only. Tender document will not be sold / issued manually.



Only those tender offers shall be accepted for evaluation for which non-refundable Application Money and Earnest Money Deposit (EMD) is deposited as per the terms mentioned in this RFP.

### Preparation & Submission of Bids

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

### Do's and Don'ts for Bidder

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

### Guidelines to Bidders for Electronic Tendering System

#### Pre-requisites to participate in the Tenders

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

The bidders unregistered on e-procurement portal of Bank of Baroda and interested in participating in the e-tendering process shall be required to enroll/register on the e-procurement portal. To enroll, bidders have to generate User ID and password on [www.tenderwizard.com/BOB](http://www.tenderwizard.com/BOB). The bidders may obtain the necessary information on the process of registration/enrollment either from Helpdesk Support Team: +91-11-49424365 or may download Vendor Help Manuals available under “Help Manuals/ Latest Circulars/ Formats” on home page of e-procurement portal i.e.

[www.tenderwizard.com/BOB](http://www.tenderwizard.com/BOB).

### **Preparation of Bid & Guidelines for Digital Certificate**

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

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

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

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

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

The same procedure holds true for the Authorized Users in a Private / Public Limited Company. In this case, the Authorization Certificate will have to be signed by the Director of the Company or the Reporting Authority of the Applicant.

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

### **Recommended Hardware and Internet Connectivity**

To operate on the Electronic Tendering System, the bidders are recommended to use Computer System with at least 2 GB of RAM and broadband connectivity with minimum 1 Mbps bandwidth. However, Computer Systems with latest i3 / i5 Intel Processors and Broadband/4G connection is recommended for better performance.

#### **• Operating System Requirement**

Windows 7 & above

- **Browser Requirement (anyone from following)**

Microsoft Internet Explorer (IE) version 11 and above

Mozilla Firefox - Latest version

Google Chrome - Latest version

- **Browser settings**

1. Disable the 'Popup Blocker' in the browser under Tools. Make sure this is in 'Turn Off' mode.

2. Add the e-procurement domain name in the 'Compatibility View' list of your browser Turn off the 'SmartScreen Filter' in the browser.

- **Supported File Types**

1. General Documents such as DOC, XLS, JPG, BMP, GIF, PNG, PDF, ZIP formats are allowed

2. Files with .EXE, .PSD extensions are not allowed

3. File size not to exceed 5 MB per attachment

4. All uploaded files should be virus free and error free

- **Minimum System Configuration**

1. CPU speed of 2.0 GHz

2. USB Ports

3. 2 GB of System Memory (RAM)

4. Anti-virus software should be enabled and updated regularly

- **Requirement of utility software**

1. Java Run Time Engine (JRE – 1.8.0) or higher.

2. Microsoft Office 2003 with MS Word and MS Excel

3. Adobe Acrobat Reader, PKI Installation Driver for Digital Signature

### **Steps to participate in the e-Tenders**

#### 2.4.1 Online viewing of Detailed Notice Inviting Tenders

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

#### 2.4.2 Download of Tender Documents

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

#### 2.4.3 Online Submission of Tender

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

#### 2.4.4 Close for Bidding

सूचना प्रौद्योगिकी विभाग, बीसीसी, मुंबई

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

#### 2.4.5 Online Final Confirmation

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

#### 2.4.6 Short listing of Bidders for Commercial Bidding Process

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

#### 2.4.7 Opening of the Commercial Bids

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

#### 2.4.8 Tender Schedule (Key Dates)

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

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

#### Notes:

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

- The bidder may modify bids before the deadline for Online Submission of Tender as per Time Schedule mentioned in the Tender documents.
- This stage will be applicable during both Pre-bid / Pre-qualification and Financial Bidding Processes.

Steps by step detailed Vendor Manual are available on homepage under Support section related to activities like Java Settings, Registration, Login Process, Tender Participation, Bid Download, upload & Submission, Corrigendum/Addendum, Clarifications, Re-submissions etc. on e-procurement portal i.e. [www.tenderwizard.com/BOB](http://www.tenderwizard.com/BOB)

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

## Annexure 02 - Eligibility Criteria

The Bidder/OEM must comply with all the Eligibility Criteria mentioned hereunder:

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting documents required
<b>A</b>	<b>General</b>		
1	The bidder should be either a Government Organization / PSU / PSE / Partnership firm / LLP or a limited company in India for a period of at least 3 years as on date of RFP.		Copy of Certificate of Incorporation should be submitted. Partnership firm - Certified copy of Partnership deed. Limited Company - Certified copy of certificate of Incorporation and certificate of commencement of business. Reference of Act / Notification. For other eligible entities - Applicable documents.
2	The bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) within last 2 years from the RFP date.		Letter of confirmation from Bidder (self-certified letter signed by authorized official of the bidder)
3	The Bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017. or The Bidder is from such a country and has been registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure to the said Office Memorandum / Order and we submit the proof of registration herewith.		Undertaking as per Annexure 03 and certificate of valid registration with the Competent Authority (If applicable) (signed/Digitally signed documents from authorized representative of bidder & OSD / OEM)
4	The bidder to provide information that any of its subsidiary or associate or holding company or companies having common directors or companies in the same group of promoters/management or partnership firm/LLPs having common partners has not participated in the bid process.		Letter of confirmation from bidder

<b>S. No</b>	<b>Eligibility Criteria</b>	<b>Complied (Yes/No)</b>	<b>Supporting documents required</b>
<b>B</b>	<b>Financial</b>		
<b>B-1</b>	<b>Below clause is applicable for the OEM if bidding directly</b>		
	The OEM should have registered an average annual turnover of Rs. 5 Crore (Rs. 2 Cr for MSE) or above during the last three completed financial years – 2019-20, 2020-21 and 2021-22* (Not inclusive of the turnover of associate companies). *If financial statements of any bidder for 2021-22 is unaudited, bidder can submit audited financial statements of 2018-19, 2019-20 & 2020-21 along with letter of undertaking that FY 2021-22 statement is not audited.		Audited financial statements for FY 2019-20, 2020-21 and 2021-22. Certified letter from the Chartered Accountant clearly mentioning Turnover, Net Profit and Net worth. The CA certificate in this regard should be without any riders or qualification.
<b>B-2</b>	<b>Below clause is applicable for the Bidder (Other than OEM)</b>		
	The bidder must have registered an average annual turnover of Rs. 3 Crore (Rs. 1 Cr for MSE) or above during the last three completed financial years – 2019-20, 2020-21 and 2021-22* (Not inclusive of the turnover of associate companies). *If financial statement of any bidder for 2021-22 is unaudited, bidder can submit audited financial statements of 2018-19, 2019-20 & 2020-21 along with letter of undertaking that FY 2021-22 statement is not audited.		Audited financial statements for FY 2019-20, 2020-21 and 2021-22. Certified letter from the Chartered Accountant clearly mentioning Turnover, Net Profit and Net worth. The CA certificate in this regard should be without any riders or qualification.
<b>B-3</b>	<b>Below clause is applicable for the OEM and Bidder both.</b>		

<b>S. No</b>	<b>Eligibility Criteria</b>	<b>Complied (Yes/No)</b>	<b>Supporting documents required</b>
	<p>The OEM and Bidder should be Net profit-making entity continuously for the last three years i.e. financial years – 2019-20, 2020-21 and 2021-22*</p> <p><b>OR</b></p> <p>The net worth of the bidder and OEM should be positive as on last financials date and should not have eroded by more than 30% in the last three years.</p> <p>* If the financial statement of any bidder for 2021-22 is unaudited, the bidder can provide audited financial statements for 2018-19, 2019-20 and 2020-21 along with letter of undertaking that FY 2021-22 statement is not audited.</p>		<p>Audited financial statements for FY 2019-20, 2020-21 and 2021-22. Certified letter from the Chartered Accountant clearly mentioning Turnover, Net Profit and Net worth. The CA certificate in this regard should be without any riders or qualification.</p>
<b>C</b>	<b>Technical</b>		
1	If OEM is bidding directly, they cannot submit another bid with any SI.		Letter of confirmation from OEM in a case if OEM bids directly.
2	The Bidder should be the Original Equipment's Manufacturer (OEM) or their authorized dealer / distributor in India.		Documentary Proof (Authorization letter from OEM)
3	The OEM should have valid ISO 9001:2008/2015 and ISO 14001:2004/2015 certificate.		Copy of Certificate to be submitted.
<b>D</b>	<b>Experience &amp; Support Infrastructure</b>		
1	The Bidder / OEM should be in the business of UPS batteries for a period of at least three years (as on RFP date)		Documentary Proof
2	The Bidder and OEM shall ensure that the products supplied are new/unused and covered under warranty for a minimum of 3 years.		Letter of undertaking from the OEM.
3	The Bidder shall possess experience of supplying and installation of UPS batteries for Data Centre (DC) Environments in India.		Documentary Proof (Purchase Order / Delivery challan / Installation Report)

<b>S. No</b>	<b>Eligibility Criteria</b>	<b>Complied (Yes/No)</b>	<b>Supporting documents required</b>
4	The Bidder needs to have supplied a minimum of 500 nos. of SMF batteries in at least one single order or at least 250 each in two orders in the last 3 years (as on RFP date)		Documentary Proof (Purchase Order / Delivery challan / Installation Report)
5	The Bidder shall ensure that the SMF batteries proposed will be accommodated within the Bank's provided racks (Racks dimension available in the RFP)		Letter of undertaking from the Bidder
6	Bidder should have support office in Hyderabad		Letter of confirmation from bidder

All the supporting documents as mentioned above are need to be submitted and it should be signed & stamped / digitally signed by authorized representative of the bidder.

**NOTE:** Please be informed that the bidder who wish to participate in the tender must necessarily fit in all the eligibility criteria requirements. Non-compliance of even one of the requirements will result in rejection of the bid(s). Hence, Bidders are requested to upload all the relevant documents mentioned in the Eligibility Criteria to avoid the rejection of the bid(s).

Bank reserves the right to verify references provided by the Bidder independently. Any decision of the Bank in this regard shall be final, conclusive and binding up on the bidder. The Bank may accept or reject an offer without assigning any reason whatsoever.

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



### Annexure 03 - Declaration/ undertaking from bidder

Regarding applicability of restriction 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 ~~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:

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)

#### Annexure 04 - Bid Security Letter (Earnest Money Deposit)

(Bidder need to provide the Transaction Details of Bid Security (EMD) (in case paid through electronic mode)

To,

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

Sir,

#### Sub: Tender for Procurement of UPS Batteries for Hyderabad Office.

We ..... having our registered office at ..... (herein after called the 'BIDDER') are offering Earnest Money Deposit as per details below for consideration of the bid of the above mentioned Bidder.

**Amount:** Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only)

**Mode:** Online Transfer/Bank Guarantee

**Payment Type:** RTGS (Real Time Gross Settlement) / NEFT (National Electronics Fund Transfer)/ Bank Guarantee

**UTR / Txn ref. No.** \_\_\_\_\_

**Txn Date:** \_\_\_\_\_

**Remitting Bank:** \_\_\_\_\_

**Remitting Bank IFSC Code:** \_\_\_\_\_

**Beneficiary Account:** Bank of Baroda, Bank Account No. 29040400000417

**Beneficiary Bank IFSC Code:** BARB0BANEAS

The details of the transaction viz. scanned copy of the receipt of making transaction or Bank Guarantee or Micro and Small Enterprises (MSE) / Startups Certificate (if EMD not applicable) to be enclosed.

The Bank at its discretion, may reject the bid if the EMD money doesn't reflect in beneficiary account or BG not received as per details furnished above.

#### **Account Details for refund of Bid Security (Earnest Money Deposit) as per terms & conditions mentioned in the Tender document**

We ..... having our registered office at ..... (herein after called the 'BIDDER') are providing our bank account details as per below to be considered as our account for refund of Bid Security (Earnest Money Deposit), wherever applicable as per terms & conditions mentioned in the Tender document.

**A/C Name:**

**A/C No. (Company account details):**



Tender for Procurement of UPS Batteries for  
Hyderabad Office.

Tender No. BCC:IT:PROC:114:39 date: 28<sup>th</sup>  
September, 2022

**IFSC Code:**

**Bank Name:**

**Bank Address:**

The details mentioned above is treated as final & bank shall not be held responsible for any wrong/failed transaction due to any discrepancy in above details.

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

## Annexure 05 - Bid Security Form

(Pro forma for Bank Guarantee in lieu of EMD - Bidder need to provide the Bank  
Guarantee in following format in lieu of Bid Security Transaction)

To,  
Bank of Baroda

Date DD-MM-YYYY

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 Nationalized Bank, other than Bank of Baroda in India in your favor to secure the  
order of the RFP in accordance with the RFP Document (which guarantee is hereinafter  
called as "BANK GUARANTEE")

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

AND WHEREAS at the request of the VENDOR and in consideration of the proposed  
RFP response to you,  
WE,.....having.....

Office at....., India has agreed to issue the BANK  
GUARANTEE.

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

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

For and on behalf of

Branch Manager

Seal & Address

## Annexure 06 - Bid Security Declaration Form

(For Micro and Small Enterprises (MSE) / Startups)

To,

Chief Technology Officer  
Bank of Baroda  
Baroda Sun Tower  
BKC, Bandra (E),  
Mumbai - 400 051

Sir,

### Sub: Tender for Procurement of UPS batteries for Hyderabad Office.

1. I/We, the undersigned, declare that M/s.....is a Micro and Small Enterprise and the copy of registration certificate issued by NSIC/DIPP for Micro and Small Enterprises (MSE) / Startups which are valid on last date of submission of the tender documents are enclosed.
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 6 months from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We
  - a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
  - b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.
4. I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.
5. I/We declare that I am the authorized person of .....to 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 he Bid Securing Declaration)**

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

**Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)**

Corporate Seal (where appropriate)

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

## Annexure 07 - Conformity Letter

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

To,  
Chief Technology Officer  
Bank of Baroda  
Baroda Sun Tower  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

Sir,

### **Sub: Tender for procurement of UPS batteries for Hyderabad Office.**

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

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

## Annexure 08 - Letter of Undertaking from OEM

*(This letter should be on the letterhead of the OEM / Manufacturer duly signed by an authorized signatory)*

To,

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

Sir,

### Sub: Tender for procurement of UPS Batteries for Hyderabad Office.

We ..... (Name of the OEM) who are established and reputable manufacturers of ..... having factories at ....., ..... and ..... do hereby authorize M/s ..... (Who is the vendor submitting its bid pursuant to the Request for Proposal issued by the Bank) to submit a Bid and negotiate and conclude a contract with you for supply of ..... which are manufactured by us against the Request for Proposal received from your Bank by the Bidder and we have duly authorized the Bidder for this purpose. We..... (Name of the OEM) hereby convey our unconditional acceptance of terms & conditions related to support for our products during Warranty period if..... fails to do so.

The model(s) / product(s) ..... proposed in this tender is/are covered under 3 Years Warranty Onsite comprehensive support from the date of installation of product.

We hereby extend our Warranty during this 3 year period as per terms and conditions of the Tender and the contract for the equipment and services offered for supply against this Tender by the above-mentioned Bidder, and hereby undertake to perform the obligations as set out in the Tender in respect of such equipment's and services.

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.

Yours faithfully,

### Authorized Signatory

Name:

Designation:

OEM's Corporate Name

**Annexure 09 - Commercial Bid Format.**

Sr. No.	Description of Batteries	Make & Model	Qty.	Unit Price (Rs.)	Total Amount (Rs.)
1	12V/200AH SMF Batteries for 2 no's of 1000 KVA UPS		400		
2	12V/120AH SMF Batteries for 2 no's of 120 KVA UPS		72		
3	12V/200AH SMF Batteries for 2 no's of 200 KVA UPS		80		
Cost of new UPS Batteries with 3 Years Warranty excluding GST (A)					
GST@28% for new UPS Batteries (B)					
Cost of new UPS Batteries with 3 Years Warranty including GST @28% (C=A+B)					
Buy Back value of old -552- no's of UPS Batteries including GST @18% (D)					
<b>Total Cost of Ownership (TCO) for UPS Batteries with 3 Years Warranty (E=C-D)</b>					

**Note:**

- All the commercial value should be quoted in Indian Rupees.
- The Total Cost quoted should be inclusive of all taxes & GST.
- In the case of additional requirements desired by the Bank during the period of 1 year from date of purchase order, the Bank can place the order for additional 25% of the over and above the quantity for which Order is placed with a particular bidder.
- Bank will deduct applicable TDS, if any, as per the law of the land.
- Further, we confirm that we will abide by all the terms and conditions mentioned in the Tender document.
- We hereby undertaking to the bank to comply with the secrecy provision pursuant to provision of Banking Regulation Act, 1949 and other applicable laws.

**Place:**
**Date:**
**Seal & Signature of the bidder**

**Annexure 10 - Escalation Matrix**
**Name of Company:**
**1. Delivery related issues:**

Sr. No	Name	Designation	Full Office Address	Phone No	Mobile No	email address
		First level Contact				
		Second level Contact (If response not received in 24 Hours)				
		Regional / Zonal Head(If response not received in 48 Hours)				
		Country Head(If response not received in One week)				
		Chairman (If response not received from above mentioned hierarchy)				

**2. Service related Issues:**

Sr. No	Name	Designation	Full Office Address	Phone No	Mobile No	email address
		First level Contact				
		Second level Contact (If response not received in 24 Hours)				
		Regional / Zonal Head(If response not received in 48 Hours)				
		Country Head(If response not received in One week)				
		Chairman (If response not received from above mentioned hierarchy)				

Any change in designation, substitution will be informed by us immediately.

**Authorized Signatory**
**Name:**
**Designation:**
**Name of Company:**

## Annexure 11 - Performance Bank Guarantee

### BANK GUARANTEE

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To,

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

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 nationalized bank 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 Vendor of any of the terms and conditions contained in the PO and RFP and in the event of the Vendor 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 Vendor 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 vendor 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 Vendor 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 vendor 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 vendor or any other forbearance, act or omission on your part or any indulgence by you to the vendor 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 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 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 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.
7. 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 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 uncanceled 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 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.
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 vendor 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 vendor 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



## Annexure 12 - Bank Guarantee Format for early release of retention money

### FORMAT OF BANK GUARANTEE)

To,

Chief Technology Officer  
Bank of Baroda  
Baroda Sun Tower  
BandraKurla Complex  
Bandra (E), Mumbai 400 051

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 .....

<details of equipment that supplied to be filled in table>

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

2. Now this deed of guarantee witnesseth that in consideration of BOB agreeing to release a sum of Rs. ..../- (Rupees ..... only) representing balance 10% of the consideration amount payable to the vendor 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 vendor 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 vendor may have against BOB or any disputes raised by the vendor 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 vendor, indulgence shown to the vendor by BOB, with or without the consent and knowledge of the Guarantor or by any alterations in the obligations of the vendor 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 vendor complies with its obligations hereunder.

(c) This Guarantee shall not be affected by any change in the constitution of the vendor 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 vendor 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 vendor 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..... 201 at .....

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

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

Designation .....