

**Request for Proposal to obtain Standard Fire & Special Perils Insurance Policy, Burglary Insurance Policy and Electronic Equipment Insurance Policy for period 01.06.2023 to 31.05.2024**

Insured	Bank of Baroda
<b>Scope of Cover</b>	
Standard Fire & Special Perils Cover	As per SFSP with Earthquake (Fire & Shock) and Terrorism cover & Naxal Attack.
Burglary	The loss or damage to the insured property and premises due to burglary, house breaking, theft / attempted theft, robbery, hold up, attempted theft and Riot, strikes and civil commotion.
EEL Cover	As per EEL policy including but not limited to: Loss or damage due to electrical / mechanical breakdowns, Voltage Fluctuations. Water &, Short circuit & electrical fire risk, Falling Object & entry of foreign bodies.
Address for Communication	Head Office, 7th Floor, Baroda Bhawan, Alkapuri, R C Dutt Road, Baroda, Gujarat - 390007
Locations to be covered	All Registered Locations of Bank within India including ATMs on sites and off sites
Description of Property	Movable & Immovable Assets of Branches & Offices of our Bank all over the India
Immovable Assets	Premises- owned or rented, Residential & Commercial including Plinth & Foundation
Moveable Assets	Contents of every description for trade <b>but not limited to</b> AC Plants, ACs, Franking machines, Refrigerators & coolers, FFF & Electricals, Computers, Hardware, Peripherals, Safe deposit Vaults, cash safe, data safe, consumables, other Electrical or Electronic routers, switches, main frame server, all ATMs, V set / antenna set. Video conferencing equipment and all other office equipment belonging to the insured Laptops, Mobiles, Cell Phone, POS, I-Pad/Tablet, PCs and all other moveable electronic equipment across India as incorporated in Bank's Asset Register.
Occupancy of Risk	Office premises, Meeting Rooms
Policy Period	01.06.2023-31.05.2024
Expiring Insurer	Chola MS General insurance
<b>Deductibles</b>	
Electronic Equipment Insurance	For equipment's (other than Winchester Drive & Hard Disc Drive) with value up to Rs. 1 Lakh the excess is 5% of Claim Amount subject to a minimum of Rs.1,000/-, For Winchester Drive/Hard Disc drives with value up to Rs. 1 Lakh the excess is 10% of Claim Amount subject to a minimum of Rs.2,500/-For equipment's (other than Winchester Drive / Hard Disc Drive) with value more than Rs. 1 Lakh the excess is 5% of Claim Amount subject to a minimum of Rs. 2,500/- For Winchester Drive / Hard Disc Drives with value more than Rs. 1

प्रधान कार्यालय : बीमा विभाग, 7वीं मंजिल, बड़ौदा भवन, आर सी दत्त रोड, अलकापुरी, बड़ौदा-390007 गुजरात

Head Office: Insurance Department, 7th floor, Baroda Bhawan, R C Dutt Road, Alkapuri, Baroda-390 007 Gujarat

फोन/Phone: (0265) 2316726/27/28 ईमेल-/E-mail: [insurance.ho@bankofbaroda.com](mailto:insurance.ho@bankofbaroda.com)

Page 1 of 14



	Lakh the excess is 25% of Claim Amount subject to a minimum of Rs.10,000/- For Equipment & External Data Media with value up-to Rs. 1 lakh, the excess is 7% of the claim amount subject to a minimum of Rs. 3000/-. For Equipment & External Data Media / Winchester drives / Hard disc drives with value more than Rs. 1 lakh, the excess is 2 times the normal excess. For Personal Computers, the excess is 5% of claim amount subject to a minimum of Rs. 2500/-
<b>Burglary</b>	5% of Claim amount subject to minimum of INR 1000/- for each and every loss.
<b>Fire</b>	Minimum as per GIC council based on Location SI Policies having Sum Insured up to INR 10 cr per location - 5% of claim amount subject to a minimum of Rs 10,000/- Policies having Sum Insured above INR 10 cr per location up to INR 100 cr per location - 5% of claim amount subject to a minimum of INR 25,000/ Policies having Sum Insured above INR 100 cr and up to INR 1500 cr per location - 5% of claim amount subject to a minimum of INR 5 lakhs Policies having Sum Insured above INR 1500 Cr and up to INR 2500 cr per location - 5% of claim amount subject to a minimum of INR 25 lakhs
<b>Fire Policy</b>	
<b>Sum Insured</b>	<b>INR 8289 Crore</b>
<b>Particulars</b>	<b>Bifurcation of Sum Insured</b>
Immovable Residential	₹2388.00 crore
Immovable Commercial	₹4440.00 crore
Total Immoveable assets	₹6828.00 crore
Movable assets	₹1461.00 crore
Total Assets	₹8289.00 crore
<b>CLAUSES ATTACHED</b>	
<b>Particulars</b>	<b>Proposed Policy</b>
Designation of Property Clause	Covered
Local Authorities Clause	Covered
Architects, Surveyors and Consulting Engineers Fees	Covered up to 3% of claim amount
Removal of Debris Clause	Covered up to 1% of claim amount
Basement Clause	Covered
Reinstatement Value Clause	Covered
<b>SPECIAL CONDITIONS</b>	
<b>Special Conditions</b>	<b>Coverage's</b>
	Survey Report should also be shared with Bank as well as Insurance Broker Team
	Waiver of Payment Proof for losses up to 1 lacs
	All bank/office premises are covered as per banks records
<b>Burglary Policy</b>	
<b>Sum Insured</b>	<b>INR 1461.00 Crore</b>



First Loss Basis	10%
<b>ADD-ON COVERS</b>	
<b>Particulars</b>	<b>Amount</b>
Theft Extension	Covered
Terrorism Extension	Covered
RSMD Cover	Covered
<b>Electronic and Equipment Policy</b>	
<b>Sum Insured</b>	<b>INR 264.00 Crore</b>
<b>List of Surveyor to be incorporated in the policy</b>	
	1. Mack Insurance Surveyors
	2. Proclaim Insurance Surveyors & Loss adjusters
	3. IAR Surveyors
	4. McLarens Insurance Surveyors & Loss Assessors India Pvt Ltd

#### Electronic Equipment Insurance Policy

Calculation of sum assured for EEI Policy 01.06.2023 to 31.05.2024 :-

Sr. No.	Items	Considered for SA in Rs.	Replacement value in Rs.	Total Sum Insured in Rs.
1	VSATs including IDU/Modem/Router (installed exclusive for ATM)	700	37,000.00	2,59,00,000.00
2	ATMs (Capex)	2500	2,52,000.00	63,00,00,000.00
3	BNA/ Cash Recyclers	1600	5,00,000.00	80,00,00,000.00
4	Self Service Pass Book Printers (OLD) - M/s Aplab	1990	1,74,000.00	34,62,60,000.00
5	Self Service Pass Book Printers (NEW) - M/s Aplab and M/s Aurionpro	1000	2,68,500.00	26,85,00,000.00
	Self Service Pass Book Printers (NEW) - M/s CMS and M/s MCT Cards	3000	1,66,380.00	49,91,40,000.00
7	Digital Signage System (Phase I)	400	57,575.00	2,30,30,000.00
8	Digital Signage System (Phase II)	600	75,600.00	4,53,60,000.00
	<b>TOTAL</b>	<b>11,790</b>		<b>2,63,81,90,000.00</b>

#### Special Conditions Applicable to the said Policy:

1. Bank is in the process of conducting a revaluation of assets on reinstatement basis. This exercise may take 3 to 6 months. Once the Revaluation is complete bank may cancel the renewed Fire policy on a prorate

प्रधान कार्यालय : बीमा विभाग, 7वीं मंजिल, बड़ौदा भवन, आर सी दत्त रोड, अलकापुरी, बड़ौदा-390007 गुजरात

Head Office: Insurance Department, 7th floor, Baroda Bhawan, R C Dutt Road, Alkapuri, Baroda-390 007 Gujarat

फोन/Phone: (0265) 2316726/27/28 ईमेल-/E-mail: insurance.ho@bankofbaroda.com

Page 3 of 14



refund basis and may opt for a fresh policy with the same insurer for the next Renewal period i.e. 12 months as per the tender terms and Conditions.

2. For Assets covered under the AMC , Claims should be not repudiated solely on the grounds on AMC Contracts are renewed or not and claim should be payable in full.
3. No under insurance will be applicable in case of partial / total losses.
4. Waiver of requirement of FIR for settlement of claim under EEI & Fire policy. In case of Burglary claims FIR will be submitted where claim amount is more than ₹ 1.00 lac.
5. Scanned copy of documents will be submitted through Bank's email id for settlement of claims. There will be no compulsion of original claim documents.
6. Values of assets have already been depreciated and immoveable assets have already been factored after revaluation.
7. If any of the coverage mentioned above is available at add on basis, Insurance Company may consider it as add on basis.
8. Claims shall not be repudiated / reduced solely on the ground of non-functioning of installed Alarm System/CCTV and other surveillance systems on the day of the incident of Dacoity &/or burglary &/or robbery at the respective branch.
9. Deploying of armed guards / unarmed guards or caretakers in branches and ATMs is entirely at the discretion of Bank hence non-deployment / non-availability of such Persons at affected site shall not be a ground for delaying / repudiation of claim.
10. Omission to insure 5%
11. 72 Hours Clause will be applicable for AOG Perils.
12. Bank will provide the Asset register in an event of a claim pertaining to that particular branch.
13. All newly opened Branches / assets purchased during the policy period should be automatically covered for insurance from date of purchase / installation. We will provide data of total assets (present value) on quarterly basis and the company will charge pro-rata premium on increased value of assets from CD balance maintain by us with the company.
14. As per the accounting procedure, there may be some assets which are occupied / purchased but not capitalized. Insurance coverage should be provided for such assets. Bank will declare the value of such assets.
15. Furniture / Electronic items provided to employees under staff benefit scheme will also be covered under all the policies as the value of such items is included in sum assured as mentioned above.
16. Bank gets input credit @ 50% of total GST paid on all assets purchased or repaired. The remaining 50% GST must be considered at the time of calculation of claim amount. **Bank will not provide any supporting document with regard to GST input credit.**



प्रधान कार्यालय : बीमा विभाग, 7वी मंजिल, बड़ौदा भवन, आर सी दत्त रोड, अलकापुरी, बड़ौदा-390007 गुजरात

Head Office: Insurance Department, 7th floor, Baroda Bhawan, R C Dutt Road, Alkapuri, Baroda-390 007 Gujarat

फोन/Phone: (0265) 2316726/27/28 ईमेल-/E-mail: [insurance.ho@bankofbaroda.com](mailto:insurance.ho@bankofbaroda.com)

17. Final Police Report should not be made mandatory under Burglary policy. An on account payment of 75% needs to be released by the insurer post the loss is assessed by the surveyor and remaining 25% claims amount should be released after submission of Current Status Report of incident from the Police Authority.

**Status of claims as on 30.04.2023 consolidated for all three policies :-**

(Amount in lacs)

Policy Year	Premium Paid	Lodged		Settled		Rejected		Pending	
		No.	Amt.	No.	Amt.	No.	Amt.	No.	Amt.
2020-21, TATA AIG	325.39	224	118.04	224	118.04	0	0.00	0	0.00
2021-22, ICICI Lom.	240.37	596	173.88	596	173.88	0	0.00	0	0.00
2022-23, Chola MS	183.82	485	234.43	429	91.07	0	0.00	56	143.35
<b>Total</b>	<b>749.58</b>	<b>1305</b>	<b>526.35</b>	<b>1249</b>	<b>382.99</b>	<b>0</b>	<b>0.00</b>	<b>56</b>	<b>143.35</b>

**Bifurcation of claim under Fire, Burglary & EEI Policy as on 30.04.2023 :-**

(Amount in lacs)

FIRE	Claim lodged		Settled		Rejected		Pending	
	No.	Amt.	No.	Amt.	No.	Amt.	No.	Amt.
2020-21, TATA AIG	33	74.34	33	74.34	0	0.00	0	0.00
2021-22, ICICI LOM.	32	78.34	32	78.34	0	0.00	0	0.00
2022-23, Chola MS	18	128.43	10	22.82	0	0.00	8	105.61
<b>Total</b>	<b>83</b>	<b>281.11</b>	<b>75</b>	<b>175.5</b>	<b>0</b>	<b>0.00</b>	<b>8</b>	<b>105.61</b>

BURGLARY	Claim lodged		Settled		Rejected		Pending	
	No.	Amt.	No.	Amt.	No.	Amt.	No.	Amt.
2020-21, TATA AIG	38	6.51	38	6.51	0	0.00	0	0.00
2021-22, ICICI LOM.	30	6.41	30	6.41	0	0.00	0	0.00
2022-23, Chola MS	47	31.91	32	12.59	0	0.00	15	19.32
<b>Total</b>	<b>115</b>	<b>44.83</b>	<b>100</b>	<b>25.51</b>	<b>0</b>	<b>0.00</b>	<b>15</b>	<b>19.32</b>

ELECTRONIC EQUIPMENT	Claim lodged		Settled		Rejected		Pending	
	No.	Amt.	No.	Amt.	No.	Amt.	No.	Amt.
2020-21, TATA AIG	153	37.17	153	37.17	0	0.00	0	0.00
2021-22, ICICI LOM.	510	83.72	510	83.72	0	0.00	0	0.00
2022-23, Chola MS	420	74.09	387	55.66	0	0.00	33	18.43
<b>Total</b>	<b>1083</b>	<b>194.98</b>	<b>1050</b>	<b>176.55</b>	<b>0</b>	<b>0.00</b>	<b>33</b>	<b>18.43</b>

प्रधान कार्यालय : बीमा विभाग, 7वीं मंजिल, बड़ौदा भवन, आर सी दत्त रोड, अलकापुरी, बड़ौदा-390007 गुजरात

Head Office: Insurance Department, 7th floor, Baroda Bhawan, R C Dutt Road, Alkapuri, Baroda-390 007 Gujarat

फोन/Phone: (0265) 2316726/27/28 ईमेल-/E-mail: [insurance.ho@bankofbaroda.com](mailto:insurance.ho@bankofbaroda.com)

Page 5 of 14



**Bid Structure:**

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

**A. Technical Bid**

**B. Financial Bid**

**A. Technical Bid**

- ❖ General Insurance Companies having underwritten a premium of minimum INR 2500 Cr during the last Financial Year.
- ❖ Bank will entertain bid submitted by all India based offices to decide L1 bidder.

Insurance Co should submit the following details to Bank:

Declaration for Technical Bid - (Format of the Technical Bid Declaration Attached with this Tender as **Annexure 1**). The Declaration should be submitted on the company's letter head and should bear the company's seal and the name, designation and signature of the Authorized Signatory of the company.

1. Bidder has to submit the Integrity Pact as per Annexure-3 along with Technical bid envelope.
2. Complete all Tender Documents **stamped & signed by the Authorized Signatory**.

**B. Financial Bid:**

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

**Submission of Bid:**

1. **Technical Bid (Envelop 1) – Mention the Name of the Insurance Company and should have Annexure 1 as mentioned above.**
2. **Financial Bid (Envelope-2) – Mention the Name of the insurance Company and should have Annexure 2 as mentioned above.**
3. **Both the Envelopes with “Name of the Company” should be placed and kept together in a sealed Envelope-3 super scribed – “Proposal for Standard Fire & Special Perils Insurance Policy, Burglary Insurance Policy and Electronic Equipment Insurance Policy of Bank Of Baroda”**

**Selection of Bidder:**

Bank shall facilitate the opening of bids by the Bank on **29<sup>th</sup> May 2023** at the address mentioned in the schedule below in front of the Bidders. The Insurance Company may depute their authorized representative (Not more than one) for a said proposal.

The selection processes consist of two stages:

- In the first stage, Bank will evaluate the technical bids for all the participants and the bidders who qualify in technical evaluation and who agree to all terms and conditions of the tender will be declared as



प्रधान कार्यालय : बीमा विभाग, 7वीं मंजिल, बड़ौदा भवन, आर सी दत्त रोड, अलकापुरी, बड़ौदा-390007 गुजरात

Head Office: Insurance Department, 7th floor, Baroda Bhawan, R C Dutt Road, Alkapuri, Baroda-390 007 Gujarat

फोन/Phone: (0265) 2316726/27/28 ईमेल-/E-mail: [insurance.ho@bankofbaroda.com](mailto:insurance.ho@bankofbaroda.com)

technically qualified for financial bid. The financial bid will be opened immediately after opening of technical bid.

- In the second stage, the financial bids of technically qualified bidders will be opened and L1 amongst them will be awarded the tender.

**General Instruction to insurance companies participating in the tender process:**

1. The Tender will be awarded to the Insurer who agrees to all the policy terms & conditions as mentioned in the Technical bid declarations.
2. Offers including those received late or incomplete offers shall not be considered without assigning any reason whatsoever. Bank of Baroda reserves the right to make any change in the terms and conditions of offer before opening the price bid including the last date for submission of Bids.
3. The offer should be neatly typed and there should be no hand-written addition/alterations. Such additions/alterations will make the offer ineligible. Details must be completely filled up. Bank of Baroda may treat offers not adhering to these guidelines as unacceptable
4. In case the selected bidder withdraws his offer, Bank reserves right to take such action as it deems fit, including claim of damages against the Bidder.

**Insurance Broker:** M/s Global insurance Brokers Private Limited.

*Point of Contact : Mr. Vivek Singh(E-mail id: vivek.singh@globalinsurance.co.in)*

*Contact No: M: +91.8879271108*

**Tender Schedule:**

Activity	Time Line
Floating of RFP	12 <sup>th</sup> May 2023
Last date of Seeking clarification	Up to 19 <sup>th</sup> May 2023 on e-mail id: <a href="mailto:insurance.ho@bankofbaroda.co.in">insurance.ho@bankofbaroda.co.in</a> Contact No.-0265-2316726/27/28
Last date & time for Bids submission	29 <sup>th</sup> May 2023 up to 11.00 AM
Date and time for Technical Bid opening	29 <sup>th</sup> May 2023 at 12:00 PM
Date and time for Financial Bid opening	Immediately after acceptance of Technical Bids

All proposals i.e. Technical Bid and Financial Bid should be submitted in two separate envelopes on the address given below. (Please ensure cover should be super scribed with "Proposal for Standard Fire & Special Perils Insurance Policy, Burglary Insurance Policy and Electronic Equipment Insurance Policy of Bank Of Baroda")

**The General Manager  
(Operations & Services)**

Bank of Baroda Head Office, 7<sup>th</sup> floor, Baroda Bhawan  
R C Dutt Road, Alkapuri, Vadodara, Gujarat- 390007

प्रधान कार्यालय : बीमा विभाग, 7वीं मंजिल, बड़ौदा भवन, आर सी दत्त रोड, अलकापुरी, बड़ौदा-390007 गुजरात

Head Office: Insurance Department, 7th floor, Baroda Bhawan, R C Dutt Road, Alkapuri, Baroda-390 007 Gujarat

फोन/Phone: (0265) 2316726/27/28 ईमेल-/E-mail: [insurance.ho@bankofbaroda.com](mailto:insurance.ho@bankofbaroda.com)

Page 7 of 14



Annexure – 1

Date:

The General Manager

(Operations & Services)- Head Office,

Bank of Baroda, 7<sup>th</sup> Floor, Baroda Bhavan,

R C Dutta, Alkapuri, Vadodara – 390 007

Declaration for Technical Bid

Dear Sir,

This is with reference to the tender dated \_\_\_\_\_ for Proposal for Standard Fire & Special Perils Insurance Policy, Burglary Insurance Policy and Electronic Equipment Insurance Policy of Bank of Baroda. We hereby agree to the all the terms and conditions of the proposal as stated in the tender document. The Quotes submitted to the Bank are after getting the required approvals from the Competent Authorities of our company.

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

प्रधान कार्यालय : बीमा विभाग, 7वीं मंजिल, बड़ौदा भवन, आर सी दत्त रोड, अलकापुरी, बड़ौदा-390007 गुजरात

Head Office: Insurance Department, 7th floor, Baroda Bhawan, R C Dutt Road, Alkapuri, Baroda-390 007 Gujarat

फोन/Phone: (0265) 2316726/27/28 ईमेल-/E-mail: [insurance.ho@bankofbaroda.com](mailto:insurance.ho@bankofbaroda.com)

Page 8 of 14





Annexure – 2

Date:

The General Manager

(Operations & Services)- Head Office,

Bank of Baroda, 7<sup>th</sup> Floor, Baroda Bhavan,

R C Dutta, Alkapuri, Vadodara – 390 007

Declaration for Financial Bid

Dear Sir,

This is with reference to the tender dated \_\_\_\_\_ for Proposal for Standard Fire & Special Perils Insurance Policy, Burglary Insurance Policy and Electronic Equipment Insurance Policy of Bank of Baroda. We hereby agree to the all the terms and conditions of the proposal as stated in the tender document. This Financial bid submitted to the Bank is after getting the required approvals from the Competent Authorities of our company.

Name of the Policy	Net Premium	GST	Total Premium
Standard Fire & Special Perils Insurance Policy, Burglary Insurance Policy and Electronic Equipment Insurance Policy of Bank of Baroda			

The financial bid should be submitted on the company's letter head and should bear the company's seal and the name, designation and signature of the Authorised Signatory of the company.

प्रधान कार्यालय : बीमा विभाग, 7वीं मंजिल, बड़ौदा भवन, आर सी दत्त रोड, अलकापुरी, बड़ौदा-390007 गुजरात

Head Office: Insurance Department, 7th floor, Baroda Bhawan, R C Dutt Road, Alkapuri, Baroda-390 007 Gujarat

फोन/Phone: (0265) 2316726/27/28 ईमेल-/E-mail: [insurance.ho@bankofbaroda.com](mailto:insurance.ho@bankofbaroda.com)

Page 9 of 14



**Integrity Pact Format**

(to be on stamped by Rs.500/-)

INTEGRITY PACT Between Bank of Baroda hereinafter referred to as "The Principal", and  
..... hereinafter referred to as "The bidder / Contractor" Preamble

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

**Section 1 – Commitments of the Principal**

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

**Section 2 – Commitments of the Bidder(s)/ contractor(s)**

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b) The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications,



प्रधान कार्यालय : बीमा विभाग, 7वी मंजिल, बड़ौदा भवन, आर सी दत्त रोड, अलकापुरी, बड़ौदा-390007 गुजरात  
Head Office: Insurance Department, 7th floor, Baroda Bhawan, R C Dutt Road, Alkapuri, Baroda-390 007 Gujarat

फोन/Phone: (0265) 2316726/27/28 ईमेल-/E-mail: [insurance.ho@bankofbaroda.com](mailto:insurance.ho@bankofbaroda.com)

certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder (s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian.
  - e) Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

### Section 4 – Compensation for Damages

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

### Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Bank in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

प्रधान कार्यालय : बीमा विभाग, 7वीं मंजिल, बड़ौदा भवन, आर सी दत्त रोड, अलकापुरी, बड़ौदा-390007 गुजरात

Head Office: Insurance Department, 7th floor, Baroda Bhawan, R C Dutt Road, Alkapuri, Baroda-390 007 Gujarat

फोन/Phone: (0265) 2316726/27/28 ईमेल-/E-mail: [insurance.ho@bankofbaroda.com](mailto:insurance.ho@bankofbaroda.com)

Page 11 of 14



- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

#### Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

The Bidder(s)/ Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.

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

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

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

#### Section 8 – Independent External Monitor / Monitors

The Principal appoints competent and credible Independent External Monitor, Shri Umesh Kumar(email id- umeshkumar84@rediffmail.com) and Dr. Sandeep Tripathi(email id: sandeeptrip.ifs@gmail.com) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- (1) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Chairman & Managing Director, Bank of Baroda.
- (2) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.
- (3) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (4) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (5) The Monitor will submit a written report to the Chairman & Managing Director, Bank of Baroda within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (6) If the Monitor has reported to the Chairman & Managing Director Bank of Baroda, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman & Managing Director Bank of Baroda has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit



प्रमुख कार्यालय : बीमा विभाग, 7वी मंजिल, बड़ौदा भवन, आर सी दत्त रोड, अलकापुरी, बड़ौदा-390007 गुजरात  
Head Office: Insurance Department, 7th floor, Baroda Bhawan, R C Dutt Road, Alkapuri, Baroda-390 007 Gujarat

फोन/Phone: (0265) 2316726/27/28 ईमेल-/E-mail: [insurance.ho@bankofbaroda.com](mailto:insurance.ho@bankofbaroda.com)

this information directly to the Central Vigilance Commissioner.

(7) The word "Monitor" would include both singular and plural.

### Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman & Managing Director of Bank of Baroda

### Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail."

(For & On behalf of the Principal)

For & On behalf of the Principal

(Office Seal)

Bidder / Contractor

(Office Seal)

Place \_\_\_\_\_

Place \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Witness:

Witness:

Name & Address

Name & Address

प्रधान कार्यालय : बीमा विभाग, 7वीं मंजिल, बड़ौदा भवन, आर सी दत्त रोड, अलकापुरी, बड़ौदा-390007 गुजरात

Head Office: Insurance Department, 7th floor, Baroda Bhawan, R C Dutt Road, Alkapuri, Baroda-390 007 Gujarat

फोन/Phone: (0265) 2316726/27/28 ईमेल-/E-mail: [insurance.ho@bankofbaroda.com](mailto:insurance.ho@bankofbaroda.com)

Page 13 of 14



ANNEXURE-4

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

Code of Ethics

M/s \_\_\_\_\_ (Vendor/Service Provider/ Supplier/ Consultant/ Contractor) agree to comply with the Bank's Code of Ethics, available on the Bank's website>Shareholder's Corner>Policies/Codes>Our Code of Ethics, during the validity period of this agreement/contract.

Date:

Signature with Seal \_\_\_\_\_

Name & Designation \_\_\_\_\_



प्रधान कार्यालय : बीमा विभाग, 7वीं मंजिल, बड़ौदा भवन, आर सी दत्त रोड, अलकापुरी, बड़ौदा-390007 गुजरात

Head Office: Insurance Department, 7th floor, Baroda Bhawan, R C Dutt Road, Alkapuri, Baroda-390 007 Gujarat

फोन/Phone: (0265) 2316726/27/28 ईमेल-/E-mail: [insurance.ho@bankofbaroda.com](mailto:insurance.ho@bankofbaroda.com)

Page 14 of 14