

**RFP for selection of insurance company for Directors & Officers Liability Insurance Policy, Bank of Baroda**

NAME OF INSURED	BANK OF BARODA
ADDRESS	Head Office, 7 <sup>th</sup> floor, Baroda Bhawan. R C Dutt Road, Alkapuri Vadodara, Gujarat – 390007
POLICY TYPE	Directors & Officers Liability Insurance Policy
PERIOD OF COVER	01.04.2024 to 31.03.2025
INDEMNITY LIMIT	<b>₹200 crore AOA:AOY</b>
POLICY DEDUCTIBLE	Directors & Officers: NIL  Company Reimbursement:  India : ₹1.00 lac each and every claim Rest Of World : ₹3.00 lac each and every claim  Entity Securities & Entity EPLI (Employee Practices Liability Insurance):  India : ₹7.50 lac each and every claim ROW : ₹10.00 lac each and every claim
TERRITORY	Worldwide
JURISDICTION	Worldwide
RETROACTIVE DATE	Policy should also include all decisions taken from 01/10/2015
Details of previous policies	01.12.2019 to 30.11.2020 (SA ₹200 Crore) New India Mumbai 01.12.2020 to 30.11.2021 (SA ₹200 Crore) National Ins Co. Baroda 01.12.2021 to 31.03.2023 (SA ₹200 Crore) National Ins Co. Baroda 01.04.2023 to 31.03.2024 (SA ₹200 Crore) National Ins Co. Baroda
KEY TERMS & CONDITIONS	<ul style="list-style-type: none"> <li>➤ Entity Securities - Up to full policy Limit</li> <li>➤ Entity EPLI – Up to 50% of Policy Limit</li> <li>➤ <b>Defense Cost – 100% of limit of Liability</b></li> <li>➤ <b>Legal representation Cover. (Selection of advocate will be at the discretion of respective Director / Officer.</b></li> <li>➤ Kidnap response Cost.</li> <li>➤ Assets &amp; Liberty Cost – 10% of Limit of Liability</li> <li>➤ Pollution Defense cost</li> <li>➤ <b>Additional coverage for each Director on Board (Executive &amp; Non-Executive both) ₹10.00 Crore for each Director</b></li> <li>➤ <b>Discovery period – 15 years from the date of expiry of the policy.</b></li> <li>➤ Life time Run Off Cover – For all Directors &amp; Officers(whether in service or retired)</li> <li>➤ Emergency Cost</li> <li>➤ Advancement of Defense Cost</li> </ul>

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

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	<ul style="list-style-type: none"> <li>➤ Full Severability</li> <li>➤ Policy Non rescindable</li> <li>➤ Tax Liability</li> <li>➤ Civil fines and Penalties</li> <li>➤ Professional Indemnity Exclusion with carve back for failure to supervise</li> <li>➤ Crisis Management Cover</li> <li>➤ Auto Acquisition of Subsidiaries – 25%</li> <li>➤ Major Shareholder's exclusion – 15%</li> <li>➤ Coverage for Spouses, Heirs and Representatives</li> <li>➤ No Bankruptcy or Insolvency exclusion</li> <li>➤ Outside Directorship Coverage</li> <li>➤ Occupational Health &amp; Safety Defense Cost</li> <li>➤ Shareholders derivative claims</li> <li>➤ Extradition Cost</li> <li>➤ FCPA &amp; UK Bribery Act</li> <li>➤ Employed Lawyer</li> <li>➤ Mitigation Cost</li> </ul>
Claims Experience	No claim reported since inception of the policy

**Other conditions:**

1. Policy should explicitly include the coverage for legal fee, travel and hotel cost for all court matters, enquiry of CBI, CVC and any other regulatory / statutory authority, both in India and abroad.
2. All new Directors & Officers will be automatically covered under the policy.

**Bank Profile:**

Bank of Baroda is an Indian state-owned International banking and financial services company headquartered in Vadodara (earlier known as Baroda) in Gujarat, India. It is the second largest Public sector bank in India, next to State Bank of India. Its headquarters is in Vadodara, it has a corporate office in the Mumbai.

The bank was founded by the Maharaja of Baroda, Maharaja Sayajirao Gaekwad III on 20 July 1908. The bank, along with 13 other major commercial banks of India, was nationalized on 19 July 1969, by the Government of India and has been designated as a profit-making public sector undertaking (PSU).

**Key Milestones**

1. In 1961, BOB merged in New Citizen Bank of India. BOB also opened a branch in Fiji. The next year it opened a branch in Mauritius.
2. Bank of Baroda In 1963, acquired Surat Banking Corporation in Surat, Gujarat.
3. In 1965, BOB opened a branch in Guyana.
4. In 1969, the Indian government nationalised 14 top banks including BOB. As per GOI gazette, Vijaya Bank and Dena Bank were amalgamated with BOB w.e.f. 01.04.2019

The Bank has -93- overseas branches/offices across -17- countries comprising of -40- overseas branches/offices ( including -1- International Banking Unit in GIFT City, Gandhinagar,

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Gujarat, India, -9- EBSUs in UAE and -1- Mobile Banking Unit in Mauritius), -53- branches of the Bank's -7- overseas subsidiaries. In addition, the Bank has one Joint Venture viz. India International Bank (Malaysia) Bhd. in Malaysia and one associate bank viz. Indo Zambia Bank Ltd. in Zambia with -30- branches.

**Subsidiaries as on 31.03.2023:**

**i) Domestic Banking Subsidiary:-**

1. The Nainital Bank Limited

**ii) Foreign Banking Subsidiaries:-**

1. Bank of Baroda (Kenya) Limited
2. Bank of Baroda (Uganda) Limited
3. Bank of Baroda (Guyana) Inc.
4. Bank of Baroda (UK) Limited.
5. Bank of Baroda (Tanzania) Limited
6. Bank of Baroda (New Zealand) Ltd.
7. Bank of Baroda (Botswana) Limited

**iii) Domestic Non- Banking Subsidiaries:-**

1. BOB Capital Markets Limited
2. BOB Financial Solutions Limited (formerly known as BOB Cards Ltd)
3. Baroda Global Shared Services Ltd
4. Baroda Sun Technologies Ltd.
5. Baroda BNP Paribas Asset Management India Private Limited
6. Baroda BNP Paribas Trustee India Private Limited (formerly known as Baroda Trustee India Private Limited)
7. IndiaFirst Life Insurance Company Limited

**b) Associates:-**

**Regional Rural Banks:-**

1. Baroda U P Bank
2. Baroda Rajasthan Kshetriya Gramin Bank
3. Baroda Gujarat Gramin Bank

**iv) Foreign Non- Banking Step-down Subsidiary:-**

1. Baroda Capital Markets (Uganda) Limited. (Subsidiary of Bank of Baroda Uganda Ltd.)

**ii) Others:-**

1. Indo Zambia Bank Limited

**c) Joint Ventures:-**

1. India International Bank (Malaysia) Bhd.
2. India Infra debt Limited

**Board of Directors as on 31.01.2024:**

Name	Designation
Dr. Hasmukh Adhia	Non-Executive Chairman
Shri Debadatta Chand	Managing Director & CEO
Shri Ajay K Khurana	Executive Director
Shri Lalit Tyagi	Executive Director
Shri Lal Singh	Executive Director
Shri Sanjay Vinayak Mudaliar	Executive Director
Shri Mukesh Kumar Bansal	Director
Smt. Parvathy V. Sundaram	Director
Shri Ajay Singhal	Director
Shri Srinivasan Sridhar	Director
Shri Alok Vajpeyi	Director
Smt. Nina Nagpal	Director

**Domestic Operations**

Bank of Baroda offers a wide range of services to their customers in India and abroad. Apart from the Loans, Deposits, Credit and Debit Cards, Bank of Baroda offers other services to make financial dealings easy and convenient for their retail customers.

- Demat
- Baroda Health
- Remittances (Baroda Money Express)
- Collection Services
- ECS (Electronic Clearing Services)
- Government Business (PPF, DSRGE, Tax Collections and Savings Bonds)

In addition to the loans and advances offered by Bank of Baroda, there are other value-added services that it provides to its corporate customers. The services offered are listed as follows:

- Appraisal & Merchant Banking
  - Appraisal
  - Loan Syndication
  - Other Consultations
- Cash Management & Remittances
  - Cash Management Service
  - Remittances & Collection

Services offered in addition to loans and advances under Rural Banking include:

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- Remittances
- Collection Services
- Pension Services

#### Treasury Operations:

The Bank operates its treasury operations from a state of the-art dealing room at its Corporate Office in Mumbai. The treasury is a prominent player in various markets such as foreign exchange, interest rates, fixed income, money market, derivatives, equity, currency and interest rate futures and other alternate asset classes. The Bank offers various services like interest rate swaps, currency swaps, currency options and forward contracts through authorized branches dealing in foreign exchange across India.

Treasury maintains the regulatory requirements of CRR and Statutory Liquidity Ratio (SLR) and manages the surplus/ deficit funds. Treasury borrows/invests in money market and capital market instruments as part of fund management operations.

Bank of Baroda also has a wide range of services specifically catering to the NRI community:

#### Deposit Products

- Baroda NRE Salary Savings Account
- Rupee Linked Foreign Currency Deposit Scheme
- Foreign Currency Linked Rupee Deposits (FCLRD)
- Foreign Currency Non Resident B Term Deposit
- Baroda Advantage Fixed Deposits NRO-Non Callable
- Baroda Premium NRE Savings Bank Account
- NRE Rupee Current Account
- NRE Rupee Fixed Deposits
- NRE Rupee Savings Account
- NRO Rupee Current Account
- NRO Rupee Fixed Deposits
- NRO Rupee Savings Account
- Resident Foreign Currency A/C - for NRIs returning to India
- RFC Domestic Account GCO for Resident Indians

#### Loan Facilities to NRIs

- Baroda Car Loan for NRI/PIOs
- Baroda CRE Home Loan for NRI/PIOs
- Baroda Home Improvement Loan for NRI/PIOs
- Baroda Home Loan
- Baroda Home Loan Advantage for NRI/PIOs
- Loan Against FCNR (B) Deposits in Foreign Currency in India
- Loans Against FCNR (B) Deposits in Rupees
- Baroda Top Up Loan for NRI/PIOs
- Loans/Overdrafts Against Security of Non-Resident
- Mortgage Loan

#### International Operations

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### Services

FGN Currency Credits	Import Finance	ECB
Correspondent Banking	FCNR (B) Loans	Trade Finance
Export Finance	International Treasury	

For more details please visit Bank's website and Annual report at:  
<http://www.bankofbaroda.com>

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 (FY 2022-23).
- ❖ Bank will entertain bid submitted by all India based offices to decide L1 bidder.

Insurance Co should submit the following details to Bank:

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

#### 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 Directors & Officers Liability Insurance Policy, Bank of Baroda"**



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### Selection of Bidder:

Bank shall facilitate the opening of bids by the Bank on **21.03.2024** 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 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.

### Tender Schedule:

Activity	Time Line
RFP Issuance Date	29.02.2024
Last date of Seeking clarification	Up to 06.03.2024 on e-mail id: insurance.ho@bankofbaroda.co.in Contact No.-0265-2316726/27/28/78
Pre-bid Meeting (Online)	06.03.2024 at 04.00 PM
Last date & time for Bids submission	21.03.2024 up to 11.30 AM
Date and time for Technical Bid opening	21.03.2024 at 12.00 noon
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 "Bid for submission of Directors & Officers Liability Insurance Policy")**

### General Manager

#### (Operations & Services)

Bank of Baroda

Head Office, 7<sup>th</sup> floor, Baroda Bhawan

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### Right to Reject Bids:

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

It is not in conformity with the instructions mentioned in the RFP document.

- ▶ It is not properly or duly signed.
- ▶ It is received through Telex / telegram / fax
- ▶ It is received after expiry of the due date and time.
- ▶ It is incomplete including non- furnishing the required documents.
- ▶ It is evasive or contains incorrect information.
- ▶ There is canvassing of any kind.
- ▶ Submitted by related parties
- ▶ It is submitted anywhere other than the place mentioned in the RFP.

Further Bank reserves the rights to:

- ▶ Reject any or all responses received in response to the RFP
- ▶ Extend the time for submission of all proposals
- ▶ Cancel the RFP at any stage, without assigning any reason whatsoever.
- ▶ Visit the place of work of the bidder
- ▶ Conduct an audit of the services provided by the bidder.
- ▶ Ascertain information from the Banks and other institutions to which the bidders have rendered their services for execution of similar projects.
- ▶ Revise any part of the tender document, by providing a written addendum at any stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on Bank's website only.

### General Terms and conditions:

1.1. The RFP document is not recommendation; offer to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document.

1.2. Information Provided: The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to




- determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.
- 1.3. For Respondent Only: The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent") and no other person or organization.
  - 1.4. Costs Borne by Respondents: All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.
  - 1.5. No Legal Relationship: No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.
  - 1.6. Recipient Obligation to Inform Itself: The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
  - 1.7. Evaluation of Offers: Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of Bidder, not limited to those selection criteria set out in this RFP document.
  - 1.8. The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement. The bidders unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.
  - 1.9. Acceptance of Terms: the bidders will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document
  - 1.10. Only one submission of response to RFP by each Respondent will be permitted.
  - 1.11. The Bank expects the Bidder to adhere to the terms of this tender document and would not accept any deviations to the same.
  - 1.12. The Bank expects that the Bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.
  - 1.13. Unless agreed to specifically by the Bank in writing for any changes to the issued tender document, the Bidder responses would not be incorporated automatically in the tender document.
  - 1.14. The Bank will notify the Respondents in writing as soon as practicable after the RFP Evaluation Complete date, about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.

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- 1.15. All responses received after the due date/time as mentioned in "[A] Important Dates. Last Date of Submission of RFP Response (Closing Date)" would be considered late and would be liable to be rejected. E procurement portal will not allow to lodgment of RFP response after the deadline. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.
- 1.16. The Bank has established RFP coordinators to provide a venue for managing bidder relationship and other requirements through the Bank's decision making body for contract clarification. All the queries and communication must be addressed to the RFP coordinators / contact persons from the Bank mentioned in "[A] Important Dates - RFP Coordinator"
- 1.17. Recipients are required to direct all communications for any clarification related to this RFP to RFP Coordinator.
- 1.18. All questions relating to the RFP, eligibility or otherwise, must be in writing and addressed to the addresses given in point "[A] Important Dates" above. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications. The Bank will try to reply, without any obligation in respect thereof, every reasonable question raised by the Respondents in the manner specified.
- 1.19. However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.
- 1.20. Respondents should invariably provide details of their email address (as) as responses to queries will only be provided to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.
- 1.21. The Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.
- 1.22. All submissions, including any accompanying documents, will become the property of the Bank. The bidder shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents
- 1.23. All responses should be in English language. All responses by the bidder to this tender document shall be binding on such bidder for a period of 180 days after opening of the bids.
- 1.24. The bidder may modify or withdraw its offer after submission but prior to the closing date and time as prescribed by Bank. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.

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- 1.25. The bidders required to quote for all the components/services mentioned in the "Project scope" and all other requirements of this RFP. In case the bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- 1.26. In the event the bidder has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Bidder's and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to the Bank.
- 1.27. The Bank is not responsible for any assumptions or judgments made by the bidder for proposing the deliverables. The Bank's interpretation will be final.
- 1.28. The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Bidder and responded by the Bidders have been quoted for by the Bidder, and there will be no extra cost associated with the same in case the Bidder has not quoted for the same.
- 1.29. All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the Bidder to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
- 1.30. Responses to this RFP should not be construed as an obligation on the part of the Bank to award a contract / purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- 1.31. By submitting a proposal, the bidder agrees to contract with the Bank within the time period proscribed by the bank. Failure on the part of the successful bidder to execute an agreement with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.
- 1.32. The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the bidders. In the event the bidders not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing
- 1.33. The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or

provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP.

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

- ▶ It is duly incorporated, validly existing and in good standing under as per the laws of the state in which the entity is incorporated.
- ▶ It has the corporate power and authority to enter into Agreements and perform its obligations there under.

1.35. The execution, delivery and performance under an Agreement by bidder :

- ▶ Will not violate or contravene any provision of its documents of incorporation;
- ▶ Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
- ▶ Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;

1.36. The bidder shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.

1.37. The Bank would not assume any expenses incurred by the bidder in preparation of the response to this RFP and also would not return the bid documents to the Bidders

1.38. The Bank will not bear any costs incurred by the bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.

1.39. Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all bidders and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.

1.40. Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all bidders for clarification of their offer. The Bank has the right to disqualify the bidder whose clarification is found not suitable to the proposed project.

- 1.41. No Commitment to Accept Lowest bid or Any Tender – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever.
- 1.42. Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct information of the services being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- 1.43. Price Discussion – It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted.
- 1.44. If the Bank is not satisfied with the specifications as specified in the tender document and observes major deviations, the bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject bid.
- 1.45. The Bidder shall perform its obligations under this Tender as an independent contractor, and shall not engage subcontractors to perform any of the Deliverables or Services without the prior permission from Bank. Neither this Tender nor the Bidder’s performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Bidder or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.
- 1.46. The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub-contractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.
- 1.47. RFP responses received after the deadline for lodgment of RFPs may be registered by the Bank and may be considered and evaluated by the evaluation team at the absolute discretion of the Bank. Respondents are to provide detailed evidence to substantiate the reasons for a late RFP submission. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever.

**Disclaimer:**

The information contained in this document or information provided subsequently to bidder(s) or applicant(s) whether verbally or in documentary form by or on behalf of Bank Of Baroda (or Bank), is provided to the bidder(s) on the terms and conditions set out in this document and all other terms and conditions subject to which such information is provided. This document is not an agreement and is not an offer or invitation by Bank to any parties other than the applicant(s) who are qualified to submit the bids (hereinafter individually and collectively referred to as —Bidder or —Bidders respectively). The purpose of this document is to provide the Bidders with information to assist the formulation of their proposals. This tender does not claim to contain all the information each Bidder require. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this document. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document. The information contained in the document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder require. Bank does not undertake to provide any Bidder with access to any additional information or to update the information in the document or to correct any inaccuracies therein, which may become apparent.

Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this document and/or the bidding process, without assigning any reasons whatsoever.

Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this document. Bank reserves the right to reject any or all proposals received in response to this document at any stage without assigning any reason whatsoever. The decision of Bank shall be final, conclusive and binding on all the parties.

The bidder shall bear all the costs associated with or relating to the preparation and submission of the bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to the bid. All such costs and expenses will remain with the bidder and the Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the bidding process.



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Annexure – 1

Date:

Assistant General Manager,  
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 Directors & Officers Liability 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.***



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**Annexure – 2**

Date:

Assistant General Manager,

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 Directors & Officers Liability 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
Directors & Officers Liability Policy			

*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.*



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**ANNEXURE-3**

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

Between

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

And

....., a company incorporated under the (Indian) Companies Act, 1956 / 2013 and whose registered office is at \_\_\_\_\_ through its authorized representative Mr. \_\_\_\_\_ hereinafter referred to as "Bidder ", which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns)

**Preamble**

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

The BOB intends to appoint/ select, under laid down organizational procedures, contract/ s for.....

BOB values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

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

**Section 1 - Commitments of BOB**

(1) The BOB commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

**a.** No employee of the BOB , personally or through its family members , will in connection with the tender for , or the execution of a contract, demand ; take a promise for or accept, for self or third person, any monetary or non-monetary benefit which the person is not legally entitled to.

**b.** The BOB will, during the tender process treat all Bidder(s) with equity and reason. The BOB will in particular, before and during the tender

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process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The BOB will make endeavor to exclude from the selection process all known prejudiced persons.

- (2) If the BOB obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the BOB will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during 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 BOB 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, 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 BOB 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.

- e. The Bidder(s) / Contractor(s) will, when presenting their bid,

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- disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- g. 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 their reliability or credibility in question, the BOB is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per law in force (

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

- (1) If the BOB has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the BOB is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the BOB has terminated the contract according to Section 3, or if the BOB is entitled to terminate the contract according to Section 3, the BOB 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 Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

### **Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors**

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The BOB will enter into agreements with identical conditions as this one with all Bidders and Contractors.

- (3) The BOB will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

If the BOB 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 BOB has substantive suspicion in this regard, the BOB will inform the same to the Chief Vigilance Officer.

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

- (1) The BOB 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 after approval of Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential.
- (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BOB including that provided by the bidder/ Contractor. The bidder/ Contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed 'Non-Disclosure of Confidential Information'. In case of any conflict of interest arising during the selection period or at a later date, the IEM shall inform BOB and recuse himself / herself from that case.
- (5) The BOB will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the BOB and the

Contractor. The parties offer to the Monitor the option to participate in such meetings.

- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the BOB and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the BOB officials within 15 days from the date of reference or intimation to him by the BOB and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the BOB , a substantiated suspicion of an offence under relevant IPC/ PC Act, and the BOB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

### Section 9 - Pact Duration

This Pact shall be effective from the date of its execution, and shall expires for the selected Contractor till the contract period, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

### Section 10 Other provisions

- (1) This agreement is subject to Indian Law and court of Mumbai shall have exclusive jurisdiction to entertain any matter arising out of this pact.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (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.



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- (5) Issues like scope of work, Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and RFP/ RFQ/ tender documents and its Annexure, the Clause in the Integrity Pact will prevail.

The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BOB

BIDDER

Name of the Officer:

Chief Executive Officer

Designation:

Department:

Date:

Date:

Place:

Place:

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_



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**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 \_\_\_\_\_



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