

Annexure 11

SERVICE LEVEL AND NON DISCLOSURE AGREEMENT

This Agreement is made in Mumbai this by and between BANK OF BARODA, body corporate constituted under the Banking Companies [Acquisition & Transfer of Undertakings] Act 1970 having its Head Office at Mandvi, Baroda and Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400051, hereinafter for brevity sake referred to as “BOB” (which expression shall, unless repugnant to the context or meaning, include its successors and assigns) of the one Part;

AND

.....a company incorporated hereinafter referred to as “**the Consultant**” (which expression shall, unless repugnant to the context and meaning thereof include its subsidiaries, affiliates, successors and permitted assigns) of the other Part,

(BOB and the Consultant hereinafter are individually referred to as “Party” and collectively as “Parties”)

WHEREAS

Bank of Baroda is one of the largest Public Sector Banks in India with a branch network of over 9400 branches in India and 100 branches/offices overseas including branches of our subsidiaries, distributed in 21 countries.

BOB intends to appoint a competent Consultant for Rental Assessment and Strategizing Process for Finalizing Lease Premises

For this purpose, BOB had issued the RFP Dated (and further addendum) and had invited the tenders from the eligible participants.

In response to the RFP issued by BOB, the Consultant also submitted its offer and has represented that it is engaged in the business of Real Estate Advisory and services related to it. It further represented to BOB that it has the requisite skill, knowledge, experiences, experts, staff and capability to provide required service to BOB. Relying on representations of the Consultant and other applicable criteria as per the RFP, the Consultant was declared as a successful bidder in the RFP evaluation process. Accordingly BOB has issued a Letter of Intent (LoI) for Appointment Consultant .

It was a condition in the RFP/ LOI that the Parties would enter into a Service Level and Non-Disclosure Agreement which shall include all the services and terms and conditions of the services to be extended as detailed here in.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS

1. TERM AND RENEWAL

This Agreement shall come into force on..... and shall be in force and effect for a period of months, unless BOB terminates the Agreement as per the terms of this Agreement.

Without prejudice to the right of termination, BOB may renew or extend the term of this Agreement, for the period of Months , on the same or with certain modifications in the terms and conditions of this Agreement, as per its sole discretion.

2. SCOPE OF SERVICE / DELIVERABLES AND SERVICE LEVELS

2.1 The Consultant agrees to perform the services as part of the scope of this engagement including but not limited to as mentioned in RFP/ Addendum. BOB reserves its right to change the scope of the services considering the size and variety of the requirements and the changing business and security conditions /environment.

3. TIMELINE AND REPORTING MECHANISM

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

3.1 Deployment of Personnel

The engagement team will be led by Our engagement team may include personnel provided by

3.2 Substitution of Key Personnel

BOB expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. BOB will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to 1 (one) Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of BOB.

4. Deliverables

A provisional timetable for the delivery of our services is as follows; The consultants identified shall agree to complete the benchmarking exercise for metro branches in all zones, within **12 weeks**. Other process described in the scope can be commenced only after completing the initial step of rental benchmarking and getting it approved by Bank. Once clearance is received from Bank the consultant can start the activities described in Negotiation and selection of alternate/ new premises. Timelines for each activity shall be as under

Negotiation: 30 days after Bank's approval of Rental Benchmarking submitted by the Consultant.

Selection of alternate/ new premises: 45 days

The Consultant proposed to complete the proposed assignment within the given timelines from the date of signing of Agreement.

work will be dependent upon receiving without undue delay full co-operation from all relevant officials of BOB and their timely disclosure to us of all information as we may need for the purposes of our work. BOB acknowledges that our ability to gather the information that BOB

requires and to complete our work in a timely manner and within our estimates of fees and expenses depends upon a variety of factors outside our control, including but not limited to, the availability of information, the degree of cooperation the Consultant receives from BOB's personnel and advisors, and the timeliness and completeness of their responses to our requests for information. The Consultant will report to BOB in respect of any problems they are facing in obtaining the necessary information. The Consultant intends to complete their procedures expeditiously under the circumstances, subject to those factors that are beyond their control.

Any product of services shall be for the internal use of BOB and shall not be disclosed to any third party without prior written consent of the Consultant. BOB shall reimburse and hold harmless the Consultant for any liability or damages suffered by the Consultant as a result of unauthorized disclosure/use of the product of the services. BOB shall not quote the Consultant's name or reproduce the Consultant's logo in any form or medium without the Consultant's prior written consent.

5. Single Point of Contact & Direct Support

The engagement team will be led by Engagement Partner. Such personnel will work as members of the team assigned to this engagement by You may have direct contact with them, but all services delivered under this agreement will be provided by Ltd.

The details of the Single Point of Contact (SPOC) for this engagement are as below:

Name :
Designation : Address : Tel : Mobile : +E-mail :

6. PAYMENT TERMS:

6.1 Agreement Value

The payment towards the said professional services shall be made according to the actual quantum of work done. The Consultant agrees to perform the services as part of the scope of this engagement limited to as mentioned in this Agreement. However, any changes to the scope of service would be explicitly communicated by BOB in writing to the consultant.

On the basis of information available to the Consultant and their understanding of BOB's requirements, the Consultant sets out below the fee arrangements it currently envisages for each separate phase of its work. Consultant's estimates stated are before taxes.

In the event that the Consultant is not required to complete all of the stages set out above, its charges will reflect amounts due for all completed phases plus an additional amount for work performed on the uncompleted phase up to the point at which BOB ask the Consultant to terminate its work.

The amount and payment of fees and expenses mentioned above are not dependent on the results of the Consultant's work wherever not applicable, the price BOB pays for their investment in Target or whether BOB consummates the investment.

6.2 Currency of payment

All payments shall be made in Indian Rupees.

6.3 Mode of billing and payment

Applicable taxes are as follows:

Taxes	Percentage charge

GST Number	PAN Number	CIN number

6.4 The payments shall be released by BOB's Mumbai Office.

6.5 The Bank will release the payments only on receipt of all the relevant documents, within a period of 30 days from its receipt. Any dispute regarding the relevant documents will be communicated within 30 days from the date of its receipt. In case of dispute, Bank will make payment within 30 days from the date the dispute stands resolved.

6.6 Out of pocket expenses:

Above mentioned fees includes Taxes, as applicable, and no separate expenses payable for miscellaneous expenses like travel, boarding, lodging, out-of-pocket expenses, communication expenses, etc. However, expenses directly related to Bank of Baroda - e.g. branding, IT development, market research shall be borne by the Bank.

7. SECURITY DEPOSIT

7.1 For the purposes of this Agreement, performance security shall be deemed to be an amount equal to Rs 5,00,000 "Performance Security") in the form of Bank Guarantee / FD as detailed in Clause .

8. SET-OFF

8.1 Without prejudice to other rights and remedies available to BOB, BOB shall be entitled to set-off or adjust any amounts due to BOB under this agreement from the Consultant against payments due and payable by Bank to the Consultant for the services rendered.

8.2 The provisions of this Clause shall survive the termination of this Agreement.

9. COVENANTS OF THE CONSULTANT

9.1 The Consultant shall deploy and engage suitably experienced and competent personnel as may reasonably be required for the performance of the services. During the currency of this Agreement, the Consultant shall not substitute the key staff identified for the services mentioned in this Agreement.

9.2 The Consultant shall forthwith withdraw or bar any of its employee/s from the provision of the services if, in the opinion of BOB:

(i) The quality of services rendered by the said employee is not in accordance with the quality specifications stipulated by BOB; or

(ii) The engagement or provision of the services by any particular employee is prejudicial to the interests of BOB.

9.3 All employees engaged by the Consultant shall be in sole employment of the Consultant and the Consultant shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall BOB be liable for any payment or claim or compensation (including but not limited to compensation on account of injury /death / termination) of any nature to the employees and personnel of the Consultant.

9.4 The Consultant:

- shall be responsible for all negotiations with personnel relating to salaries and benefits, and shall be responsible for assessments and monitoring of performance and for all disciplinary matters.
- shall not knowingly engage any person with a criminal record/conviction and shall bar any such person from participating directly or indirectly in the provision of services under this Agreement.
- shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel.
- shall not exercise any lien on any of the assets, documents, instruments or material belonging to BOB and in the custody of the Consultant for any amount due or claimed to be due by the Consultant from BOB.
- shall regularly provide updates to BOB with respect to the provision of the services and shall meet with the personnel designated by BOB to discuss and review its performance at such intervals as may be agreed between the Parties.
- shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but not limited to Minimum Wages Act, Provident Fund laws, Workmen's Compensation Act) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations.
- shall not violate any proprietary and intellectual property rights of BOB or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights in course of providing services hereunder.
- shall ensure that the quality and standards of materials and services to be delivered or rendered hereunder, will be of the kind, quality and timeliness as designated by the BOB and communicated to the Consultant from time to time.

- shall not work in a manner which, in the reasonable opinion of BOB , may be detrimental to the interests of BOB and which may adversely affect the role, duties, functions and obligations of the Consultant as contemplated by this Agreement.
- shall be liable to BOB for any and all losses of any nature whatsoever arisen directly or indirectly by negligence, dishonest, criminal or fraudulent act of any of the representatives and employees of the Consultant while providing the services to the BOB.
- shall itself perform the obligations under this Agreement and shall not assign, transfer or sub-contract any of its rights and obligations under this Agreement except with prior written permission of BOB.

10. CONFIDENTIALITY

10.1 All BOB's product and process details, documents, data, applications, software, systems, papers, statements and business/customer information which may be communicated to or come to the knowledge of the Consultant or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the Consultant irrevocably agrees and undertakes and ensures that the Consultant and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of BOB nor shall use or allow to be used any information other than as may be necessary for the due performance by the Consultant of its obligations hereunder. The Consultant hereby specifically agrees to indemnify and keep BOB indemnified safe and harmless at all times against all or any consequences arising out of any breach of this confidentiality undertaking by the Consultant and/or its employees and shall immediately reimburse and pay to BOB on demand all damages, loss, cost, expenses or any charges that BOB may sustain suffer, incur or pay in connection therewith.

10.2 The Consultant shall not make or retain any copies or record of any Confidential Information submitted by BOB other than as may be required for the performance of the Consultant obligation under this Agreement. However the Consultant shall be allowed to retain sufficient documentation required as per applicable law and/or to evidence, justify and support the work performed by it. The documentation retained will continue to be subject to confidentiality obligations set out in this Agreement.

10.3 The Consultant shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information.

10.4 The Consultant shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also so far as it is practicable the Consultant shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Consultant or its affiliates.

10.5 The Consultant shall extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.

10.6 The Consultant hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of this Agreement or disclose the information submitted by BOB under this Agreement to any third party unless such disclosure is required by law or for the purpose of performing its any obligations under this Agreement.

10.7 It shall be the incumbent duty of the Consultant to undertake not to disclose any business related information of BOB to any third person and the Consultant shall keep all knowledge of the business activities and affairs of BOB strictly confidential and also to ensure that neither the Consultant nor any of its officers, employees directly or indirectly assist any third person with the promotion of activities which may be prejudicial to the interest or in competition to the activities of BOB.

10.8 However the confidential information will not be limited to the information mentioned above but not include the following as confidential information:

- i) Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
- ii) Prior to the disclosure by BOB was known to or in the possession of the Consultant at the time of disclosure ;
- iii) Was disclosed or parted with the prior consent of BOB;
- iv) Was acquired by the Consultant from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from BOB.

10.9 The Consultant agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.

10.10 The provisions of this Clause shall survive the termination of this Agreement.

11. INDEMNITY

11.1 The Consultant shall, at its own expense, indemnify, defend and hold harmless BOB and its officers, directors, employees, representatives, agents respective directors, and assigns from and against any and all losses and liability (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including attorneys fees and expenses) that may be occurring due to, arising from or relating to:

- (i) a breach, non-performance or inadequate performance by the Consultant of any of the terms, conditions, covenants, representations, undertakings, obligations or warranties under this Agreement; or
- (ii) the acts, errors, representations, misrepresentations, willful misconduct or negligence of the Consultant, its employees in performance of its obligations under this Agreement; or
- (iii) any deficiency in the services of the Consultant or
- (iv) violation of any applicable laws by the Consultant, its agents, employees, representatives etc.
- (v) breach of confidentiality obligations of the Consultant contained in this agreement;

11.2 The Consultant shall protect and save the Bank against all claims, losses, damages, costs, expenses, action suits and other proceedings, resulting from infringement of any patent, trade marks, copyrights etc by the Consultant and its employee / agents.

11.3 In the event of Consultant not fulfilling its obligations under this clause within the period specified in the notice issued by BOB, BOB has the right to recover the amounts due to it under this provision from any amount payable to the Consultant under this project.

11.4 The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this agreement.

12. INSURANCE

A suitable undertaking in line with RFP terms will form the part of this agreement.

13. CONTRACT PERFORMANCE GUARANTEE

14. PENALTIES AND LIQUIDATED DAMAGES:

14.1 Consultant shall be liable to pay penalty of 1% of the contract value per week or part thereof for not adhering to the time schedules, subject to a maximum of 5% of contract value as stipulated in RFP for each line item .

Further the Consultant shall also be liable for penalty to the extent of actual loss suffered by BANK OF BARODA or the fee payable for the transaction whichever is lower, in case Consultant fails to identify any events of significant fraud or revenue loss or if there is significant breach from any of the terms and conditions of this agreement due to gross negligence. BOB has the right to report such events to RBI in case the Consultant is found grossly negligent.

14.2 If the Consultant fails to complete the due performance as per this Agreement, BOB reserves the right to terminate the contract and recover Liquidated Damages at 2% of contract value.

14.3 Both the above Penalty and Liquidated Damages are independent of each other and leviable applicable separately and concurrently.

14.4 The Penalty and Liquidated Damages are not applicable in case the delay is for reasons attributable to the BOB and Force Majeure. However it is the responsibility of the Consultant to prove that the delay is attributed to BOB and Force Majeure. The decision taken by BOB in this regard shall be final and Consultant shall not dispute the same.

14.5 If the Consultant fails to perform its obligation as per this Agreement then BOB reserves the right to get the balance work executed by another Consultant as per choice of BOB and Consultant shall be liable to bear the expenditure which BOB may incur for the execution of balance work and its completion.

15. TERMINATION

The BOB shall have the option to terminate this agreement and/ or any particular order, in whole or in part by giving Consultant at least 30 days prior notice in writing. It is clarified that the Consultant shall not terminate this agreement for convenience. In the event of any termination hereof, Bank of Baroda's sole responsibility with respect to the Consultant's professional fees, related expenses and chargeable service tax shall be restricted to only those professional fees, related expenses and chargeable service tax as incurred upto the effective date of termination as mentioned in the notice of termination.

15.1 Notwithstanding anything herein contained, the BOB may at any time, by notice in writing to Consultant, terminate this Agreement under any one or more of the following conditions:

- The Consultant commits a breach of any of the terms and conditions of this contract.
- Consultant goes into liquidation voluntarily or otherwise.
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the contract.

- The progress regarding execution of the contract/ services rendered by the Consultant is found to be unsatisfactory.
- Supply of sub-standard Services in the opinion of the BOB;
- If deductions of penalty exceeds more than 5% of the total contract price.
- Breach of any terms and condition of this agreement

15.2 During the agreement, if the Consultant does not perform satisfactorily or delays execution of the contract, BOB reserves the right to cancel the contract and to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the Consultant is bound to make good the additional expenditure, which the BOB may have to incur to carry out bidding process for the selection of a new Vendor and for execution of the balance of the contract. This clause is applicable, if for any reason, the contract is terminated.

15.3 BOB reserves the right to recover any dues payable by the Consultant from any amount outstanding to the credit of the Consultant, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.

15.4 It is hereby agreed and understood by the Parties that the provisions of this Clause shall not limit or restrict nor shall they preclude any Party from pursuing such further and other legal actions, against the other Party for any breach or noncompliance of the terms of this Agreement.

15.5 In the event that this Agreement is terminated for any reasons, either Party shall forthwith hand over to the other the possession of all documents, material and any other property belonging to the other that may be in the possession of the Party or any of its employees, agents or individuals.

15.6 Upon the termination or expiry of this Agreement the rights granted to the Consultant shall immediately be terminated.

16. CORPORATE AUTHORITY

The Parties represent that they have taken all necessary corporate action and sanction to authorize the execution and consummation of this Agreement and will furnish satisfactory evidence of same upon request.

17. LAW, JURISDICTION AND DISPUTE RESOLUTION

17.1 The provisions of this Agreement shall be governed by and, construed in accordance with the Indian law and the courts in Mumbai shall have the exclusive jurisdiction to deal with any issue arising out of this Agreement.

18 ARBITRATION

- a) BOB and the Consultant shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after 30 days from the commencement of such informal negotiations, Bank and the Consultant have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration.
- b) The dispute, controversy or claims arising out of or in connection with the Agreement shall be referred to sole arbitrator to be appointed by mutual consent OR the number of arbitrators shall be three, with each Party to the dispute being

entitled to appoint one arbitrator. The two arbitrators appointed by the Parties shall appoint a third arbitrator who shall act as the chairman of the proceedings.

- c) The place of arbitration shall be at Mumbai
- d) The arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be the Indian law.
- e) The award of the arbitrator shall be final and conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgment thereon in any one or more of the highest courts having jurisdiction. The Parties further agree that such enforcement shall be subject to the provisions of the Indian Arbitration and Conciliation Act, 1996 and neither Party shall seek to resist the enforcement of any award in India on the basis that award is not subject to such provisions.
- f) The rights and obligations of the Parties under or pursuant to this Clause, including the arbitration agreement in this Clause, shall be under the exclusive jurisdiction of the courts located at Mumbai.

19. AUDIT:

19.1 BOB reserves the right to conduct an audit/ ongoing audit of the services provided by the Consultant.

19.2 The Consultant should 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 the Consultant within a reasonable time failing which the Consultant will be liable to pay any charges/ penalty levied by RBI.

19.3 The Consultant 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.

20. LIMITATION OF LIABILITY

20.1 Notwithstanding, the contents of para 20.2 of this Agreement, the Consultant's aggregate liability in connection with obligations undertaken as a part of this Project whether arising under this project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be limited to the total contract value. 20.2 The Consultant's liability in case of claims against BOB resulting from its willful misconduct or gross negligence, loss suffered by BOB due to damage to real or tangible property by Consultant, its employees and/ or subcontractors or loss suffered by BOB due to infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

20.3 BOB shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party modules or proprietary information supplied by the Consultant as part of this Agreement.

20.4 Under no circumstances BOB shall be liable to the Consultant for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if BOB has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

21. PUBLICITY

The Consultant shall not use the name and/or trademark/logo of BOB, its group companies or associates in any sales or marketing publication or advertisement, or in any other manner without prior written consent of BOB.

22. INDEPENDENT ARRANGEMENT

This Agreement is on a principal-to-principal basis between the Parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the parties. The Consultant acknowledges that its rendering of services is solely within its own control, subject to the terms and conditions agreed upon and agrees not to hold it out to be an employee, agent or servant of BOB or Affiliate thereof.

23. SUBCONTRACTING:

23.1 The Service Provider agrees to obtain prior approval/consent of the Bank of the use of subcontractors by the Service Provider for any part of the Services.

23.2 Before engaging Sub-Contractor, the Service Provider shall carry out due diligence process on the sub-contractor to the satisfaction of the Bank and Bank shall have access to such records.

23.3 In the event of sub-contracting the Service Provider shall ensure that suitable documents including confidentiality agreement are obtained from the sub-contractor and the Service Provider shall ensure that the secrecy and faith of Bank's data / processes is maintained.

23.4 Notwithstanding approval of the Bank for sub-contracting, the Service Provider shall remain liable to the Bank for all acts/omissions of sub-contractors.

23.5 In respect of that part of the services where chain outsourcing and sub-contractors are permitted by the Bank, the sub-contractor should have same level of obligations as that of the Service Provider and the Service Provider agrees to obtain suitable documents in this regard from the sub-contractor.

24. NON - SOLICITATION

The Consultant, during the term of the contract shall not without the express written consent of BOB, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity by BOB in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of BOB at any time to terminate his/ her relationship with the BOB.

25. VICARIOUS LIABILITY

The Consultant shall be the principal employer of the employees, agents, contractors, subcontractors, etc., if any, engaged by the Consultant and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the BOB shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the Consultant for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the Consultant shall

be paid by the Consultant alone and the BOB shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Consultant 's employees, agents, contractors, subcontractors etc. The Consultant shall agree to hold the BOB, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the BOB through the action of Consultant 's employees, agents, contractors, subcontractors, etc.

26. FORCE MAJEURE

26.1 The Parties shall not be liable for any failure to perform any of its obligations under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues (provided that this shall not prevent the accrual of interest on a principal amount which would have been payable but for this provision). Each party shall within a week inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution.

26.2 "Force Majeure Event" means any event due to any cause beyond the reasonable control of the Party, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

If a Force Majeure situation arises, the Consultant shall promptly notify the BANK OF BARODA in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by BANK OF BARODA in writing, the Consultant shall continue to perform Consultant's obligations under this Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, BOB and the Consultant shall hold consultations in an endeavour to find a solution to the problem.

27. NOTICES AND COMMUNICATIONS

27.1 All notices, requests, demands, and other communications to be given under this agreement and the proposals (other than routine operational communications) will be in writing and will be delivered either by hand, by overnight mail, by fax, or by e-mail to the address or numbers provided hereunder or such address and numbers as one Party may inform the other in writing.

For consultant	Bank of Baroda
	Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400051

27.2 Notices sent by e-mail shall also be sent by hand, overnight mail, or by fax if not acknowledged by the receiving party within two business days. All notices shall be effective on the date received.

28. ORDER CANCELLATION

28.1 Bank of Baroda will provide the selected Consultant a remedy period of 30 (thirty) days to rectify a default or given situation. Bank of Baroda will provide in writing the nature of the default to the selected Consultant through a letter or mail correspondence. The 30 (thirty) day

time period will commence from the day Bank of Baroda has sent such correspondence to the selected Consultant.

28.2 Bank of Baroda reserves its right to cancel the order in the event of one or more of the following situations that are not occasioned due to reasons solely and directly attributable to Bank of Baroda alone:

- Delay in implementation beyond the specified period that is agreed in the contract that will be signed with the successful Consultant.
- Discrepancy in the quality of service or security expected during the implementation, rollout and subsequent maintenance process.
- Failure of the Consultant make good the situation within the remedy period.
- The selected Consultant commits a breach of any of the terms and conditions of the contract.
- The selected Consultant becomes insolvent or goes into liquidation voluntarily or otherwise
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the tender.

28.3 In case of order cancellation, any payments made by Bank of Baroda to the selected Bidder would necessarily have to be returned to Bank of Baroda with interest @ 15% per annum from the date of each such payment. These payments to be returned would refer to those deliverables that will have to be reversed or redone post the termination of the selected Bidder.

29. CORRUPT AND FRAUDULENT PRACTICES

29.1 As per Central Vigilance Commission (CVC) directives, it is required that Consultant/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

- “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Consultant (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive Bank of Baroda of the benefits of free and open competition.

29.2 Bank of Baroda reserves the right to reject a proposal for award if it determines that the Consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

29.3 Bank of Baroda reserves the right to declare a Consultant ineligible, either indefinitely or for a stated period of time as per Bank’s discretion, to be awarded a contract if at any time it determines that the Consultant has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

30. VIOLATION OF TERMS

30.1 Bank of Baroda shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction

may deem necessary or appropriate to restrain the Consultant from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

31. AUTHORIZED SIGNATORY

31.1 The selected Consultant shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected Consultant shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by the Company Secretary/Director, authorizing an official or officials of the Company or a Power of Attorney copy to discuss, sign agreements/contracts with Bank of Baroda. The Consultant shall furnish proof of signature identification for above purposes as required by the Bank.

33. MISCELLANEOUS

33.1 Any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.

33.2 No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

33.3 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto. In case of any contradiction in the terms of RFP, offer document and Purchase Order etc, and this Agreement the terms hereof shall prevail.

33.4 Neither this Agreement nor any provision hereof is intended to confer upon any Person other than the Parties to this Agreement any rights or remedies hereunder.

33.5 In connection with this Agreement, as well as all transactions contemplated by this Agreement, each Party agrees to execute and deliver such additional documents and to perform such additional actions as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.

33.6 The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.

33.7 The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

33.8 Neither Party may assign, in whole or in part, the benefits or obligations of this Agreement to any other person without the prior written consent of the other Party, such

consent not to be unreasonably withheld. Provided, BOB may assign any of its rights and obligations hereunder to any of its affiliates without the prior consent of Consultant.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year first above written.

Signed and Delivered by the within named

BOB, by the hand of Mr.,

For Bank of Baroda

its authorized official in the presence of:

1.

2.

Signed and Delivered by the within named

....., by the hand of

For

Limited.

its authorized official in the presence of:

1.

2

Annexure 12

Compliance Certificate

Date:

**The General Manager,
(Facilities Management Department),**

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

Dear Sir,

Ref: -

1. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
2. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and in force in India namely "Prevention and Corruption Act 1988"
3. We agree that the Bank is not bound to accept the lowest or any Bid that the Bank may receive.
4. We have not been barred/black-listed by any regulatory / statutory authority and we have the required approval and licenses to be appointed as a service provider to provide the services to Bank.
5. We shall observe confidentiality of all the information passed on to us in course of the
6. RFP process and shall not use the information for any other purpose than the current
7. tender.
8. We shall permit RBI or any other regulatory body/authority to inspect our books & records

Seal & Signature of the bidder

Date

Place: