



**बैंक ऑफ़ बड़ौदा**  
**Bank of Baroda**



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NOTICE INVITING TENDER FOR  
SUPPLY AND INSTALLTION OF GOLD PURITY TESTING MACHINE  
AT BANK'S OFFICES/ BRANCHES UNDER  
PUNE CITY REGIONAL OFFICE

Schedule of Tender		
1	Tender No	BOB/PCR/P&E/113/163
2	Date of Issue	04.11.2022
3	Last date & time of submission of Bids	24.11.2022 03:00 pm
4	Date & time of opening of Part-I - Technical Bid	24.11.2022 03:30 pm
5	Date & time of opening of Part-I - Financial Bid	While be informed subsequently
6	Earnest Money Deposit	Rs.50000/-
7	Address for submitting the bids	Bank of Baroda Regional Office, 2 <sup>nd</sup> Floor, 11/1, Sharda Centre, Khilare Path, Erandwane, Pune - 411004, India
8	Contact Details	Tel No: 020-25937252 / Email - premises.pune@bankofbaroda.com

“Corrigendum” or “Addendum” (if any) shall be issued on Bank’s website only and prospective Bidders have to keep checking our website for any additional instructions/ Addendum, if any till 48 hours of tender submission time. Bidders who quote tender without attaching tender or the addendum if any will be rejected. The Bank reserves the right to reject any / all applications without assigning any reason whatsoever.

#### **Important Clarifications:**

Following terms are used in the document interchangeably to mean:

1. Bank, BOB means ‘Bank of Baroda’/Employer.
2. Recipient, Respondent, Vendor, Bidder, OEM means the respondent to the Tender Document.
3. Proposal, Bid means “Response to the Tender Document”.
4. NIT means Notice Inviting Tenders.
5. OEM means Original Equipment Manufacturer.
6. Contractor means Successful bidder.
7. Machine means Gold Purity Testing Machine

### **Information Provided**

The NIT 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 NIT document. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the NIT document.

### **For Respondent Only:**

The NIT document is intended solely for the information of the party to whom it is issued (“the Recipient” or “the Respondent”)

### **Confidentiality:**

The NIT document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The Bank may update or revise the NIT document or any part of it. The Recipient accepts that any such revised or amended document will be subject to the same confidentiality undertaking.

The Recipient will not disclose or discuss the contents of the NIT document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with the Bank or any of its customers or suppliers without the prior written consent of the Bank.

### **Disclaimer**

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this NIT document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

**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.

**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.

**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 NIT document and the meaning and impact of that information.

**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 vendor, not limited to those selection criteria set out in this NIT document.

The issuance of NIT document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this NIT document that it has not relied on any idea, information, statement, representation, or warranty given in this NIT document.

**Errors and Omissions:**

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this NIT document but not later than 24.11.2022

**Standards:**

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

**Acceptance of Terms**

A Recipient will, by responding to the Bank's NIT document, be deemed to have accepted the terms as stated in this NIT document.

## **GENERAL INSTRUCTIONS TO BIDDERS**

### **TECHNICAL BID (PART - I)**

**NAME OF WORK:** - Supply, Installation, Testing, Calibration and Commissioning of Gold Purity Testing Machine at Bank's Offices/Branches in Pune City Region

Bank of Baroda, Regional Office, Pune City Region intends to provide around -4- Gold Purity Testing Machines for Jewel loan thrust Branches under its region.

Tenders are invited from Original Equipment Manufacturers (OEMs)/Authorized Dealers for the aforesaid work.

**(Envelope - 1)**

**Part - I Technical Bid shall contain following documents:**

1. Earnest Money Deposit (EMD) of Rs.50,000/- in the form of Demand Draft/Banker's cheque in favor of "Bank of Baroda", payable at Pune.
2. Technical bid accepting all terms and conditions of the tender along with Annexure A.
1. All documents satisfying Prequalification Criteria.

**The tender not accompanied with Earnest Money Deposit will be summarily rejected and their tender will not be opened.**

**(Envelope - 2)**

**Part - II Financial Bid:**

1. BOQ with rates without any condition. Conditional offers will be summarily rejected.

**(Envelope - 3)**

1. Sealed Envelope No.1 & Sealed Envelope No.2

Validity of rates shall be 120 DAYS from the date issuance of work order, Bank reserves the right to select/reject one or more bidders. The Bank does not bind itself to accept the lowest or any tender and reserves the right to accept or reject any or all tenders either in whole or in part, without assigning any reasons whatsoever.

Conditional tenders are liable to be rejected. Dispute, if any, will be subject to Pune City jurisdiction only.

**ELIGIBILITY CRITERIA:**

All the supporting Documents are required to be submitted. Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

**Prequalification Criteria:**

The Bidder(s) in their own name should have satisfactorily supplied/provided at least -5- numbers or higher Gold Purity Testing Machines to Semi Govt/Govt & Public/Reputed Private Sector Organizations during last three (3) years (up to 30.06.2022)

Bidder shall submit Purchase Order Copies issued by Semi Govt/Govt & Public/Reputed Private Sector Organizations & Satisfactory completion certificates. Bidder should fulfil all the above mentioned criteria and submit documentary proof, without which tender may be rejected.

**EVALUATION METHODOLOGY**

The competitive bids shall be evaluated in two stages:

1. Stage 1 - Eligibility cum Technical Bid
2. Stage 2 - Commercial Bid

**Stage 1 -**

- The Eligibility Cum Technical Proposal will be evaluated for all the vendors who have submitted their proposal.
- The vendor as part of the technical evaluation should arrange a demo of their proposed products Bank of Baroda, Regional Office, 2nd Floor, 11/1, Sharda Centre, Khilare Path, Erandwane, Pune - 411004, India. The demo needs to be arranged at the cost of the vendor. Bank may verify the documents submitted.
- Factory visit may be done for the shortlisted bidders after verification of documents.

**Stage 2 -**

- Commercial bids of only those vendors who have qualified after Stage 1 of Eligibility & Technical evaluation will be opened. The least cost quoted up to vendor shall qualify as the L1 vendor.
- The vendor to not add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.

## BIDDER'S PROFILE

All the supporting Documents are required to be submitted. Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information. Bidders should submit signed copy of supporting documents.

Sr	Description	Remarks
1	Name of Bidder/Firm	
2	Whether OEM or Authorized Dealer	
3	Name of OEM	
4	Address of OEM	
5	PAN	
6	GST Registration No	
7	Registered Office	
8	Email	
9	Phone Mobile No	
10	Year of Establishment	
11	Status of firm (Proprietor/ Partnership/ Pvt Ltd/ Others	
12	Name of Director/Partner/Proprietor	
13	Name of the person who have power of attorney or Authorized Signatory	
14	Account no., Bank name, NEFT Details, Address of the Bank, Branch Name, IFSC Code	
15	Annual Turnover of bidder in 2021-2022 2020-2021 2019-2020	
16	EMD Details DD Number Bank Name Date Amount	

CA certified summarized one pager balance sheet (Audited) and one pager Profit & Loss Account (Audited) are required to be submitted for the above period as per point no 15.

**Note: Firms/Agencies claiming exemption from submission of EMD under any statutory authority/law (eg. NSIC etc.) shall be required to submit necessary documents viz. valid registration certificate etc. to the satisfaction of the Bank.**

## **TERMS AND CONDITIONS**

1. Tender should be addressed to The Regional Manager, Bank of Baroda, 2<sup>nd</sup> Floor, 11/1, Sharda Centre, Khilare Path, Erandwane, Pune - 411004. No tender will be entertained after the due date and time under any circumstances whatsoever.
2. Tenders shall remain open to acceptance by the Bank for a period of Three months (90 days) from the date of opening Part-II of the tender which period may be extended by mutual agreement and the Bidder shall not cancel or withdraw the tender during this period.
3. The Bidder must use only the forms displayed on the bank's website to fill in the rates. (Any addition/ alteration in the text of the tender form made by the Bidder shall not be valid.)
4. (a) The tender form must be filled in English and all entries must be made by hand and written in ink. If any of the documents is missing or unsigned, the tender may be considered invalid by the Bank Representative in its discretion.  
(b) Rates should be quoted both in figures and in words in columns specified. All erasures and alterations made while filling the tender must be attested by initials of the Bidder. Overwriting of figures is not permitted and failure to comply with either of these conditions will render the tender void at the Bank's option. No advice of any change in rate or conditions after the opening of the tender will be entertained.  
(c) Each of the Tender documents should be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General Conditions of Contract, General Specifications, Special Conditions etc., as laid down. Any tender with any of the documents not so signed may be rejected.  
(d) The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected by the Bank.
5. The Bank of Baroda does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part without assigning any reasons for doing so.
6. On receipt of intimation from the employer of the acceptance of his/their tender, the Vendor shall be bound to implement the contract agreement within SEVEN days thereof, the Vendor shall sign the agreement in accordance with the draft agreement and the schedule of conditions but the written acceptance by the Bank of Baroda of a tender will constitute a binding contract between the Bank of Baroda and the person so tendering, whether such formal agreement is subsequently executed or not. The cost of necessary stamp paper for execution of the agreement shall be borne by Contractor.
7. The Vendor shall not assign / sublet any portion of the contract. Bank may serve a notice in writing to the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the employer, without prejudice to his other remedies against the contractor.



8. The Vendor shall carry out all the work strictly in accordance with specifications, details and instructions of the Bank. If in the opinion of the Bank's Representative, changes have to be made in the design and with the prior approval in writing of the Bank, they desire the contractor to carry out the same, the vendor shall carry out the same without any extra charge. In case of defect in the product replacement to be done within 4 working days.
9. The bidder must obtain for himself on his own responsibility and at his own expense all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the specifications, inspect the site of the work, acquaint himself with all local conditions, means of access of the work, nature of the work and all matters pertaining thereof.
10. The rates quoted in the tender shall include all charges for supply and installation of machine. The rates quoted shall be deemed to be for the Machine alongwith the necessary accessories required. The rates shall also be firm and shall not be subject to exchange variations, Labour conditions, fluctuations in railway freights or any conditions whatsoever. Bidder must include in their rates charges for transportation, handling, and any other tax and duty or other levy levied by the Central Government or any State Government or local authority, if applicable. GST shall be payable extra. Any variation in GST as per the statutory notification is either payable or recoverable, whichever the case may be. If a new Tax or Duty or Levy is imposed under as statute or law during the currency of the contract, the same may be reimbursed by the Employer if so deemed fit on documentary evidence. Bidder will have to provide One Year unconditional warranty on the machine and -5- years all inclusive /comprehensive maintenance contract.\
11. The rates quoted shall include cost of respective drivers, material required for installation complete in all respect. The rates quoted shall be deemed to be for the Machine along with the necessary accessories required. The rates shall also be firm and shall not be subject to exchange variations, Labour conditions, fluctuations in railway freights or any conditions whatsoever. Bidder must include in their rates charges for transportation, GST, and any other tax and duty or other levy levied by the Central Government or any State Government or local authority, if applicable. Any variation in GST as per the statutory notification is either payable or recoverable, whichever the case may be. If a new Tax or Duty or Levy is imposed under as statute or law during the currency of the contract, the same may be reimbursed by the Employer if so deemed fit on documentary evidence. Bidder will have to provide One Year unconditional warranty on the machine and -5- years all inclusive /comprehensive maintenance contract. Lowest Bidder (L-1) will be decided on the lowest total quoted rate (Grand Total) (L-1 Bidder means the Bidder that has bid the lowest in tender out of all Bidders). Bank of Baroda reserves the right to blacklist a bidder for a suitable period in case the bidder fails to honor its bids as per terms and conditions of this tender. The bidder may also note that the Bank reserves the right to deduct TDS, GST TDS on works contract applicable and to be levied under relevant Act, from the bills and amount due to them from Bank and remit the same directly to the

Government in case they are not submitting the proof / evidence of having paid the GST under this contract.

12. The contractor should note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting.
13. Time allowed for supply and installation of the work as mentioned in the memorandum shall be strictly observed by the Bidder and it shall be reckoned from the eighth day after written order to commence the work is issued. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and if the contractor fails to complete all the work within the specified period he shall be liable to pay compensation of the conditions of contract/ work contract.T
14. Tenders will be considered only from recognized bonafide vendors in trade concerned. Each Bidder shall submit with his tender a list of large works of a like nature he has executed giving details as to their magnitude and cost of the proportion of work done by the contractor in it and the time within which the work were completed.
15. The vendor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modification to the work entrusted to him.
16. The vendor is bound to carry out any or all items of work necessary for the completion of the job even though such items are not included in the BOQ and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by Bank.
17. The Contractor must co-operate with the other contractors appointed by the employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Bank.
18. The contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications made by the Bank and also in compliance of the requirements of the local public authorities and no deviation on any account will be permitted.
19. The Bidder shall have to use materials of the makes/manufacturers specified in the list of material approved brand and/or manufacture contained in this tender form.
20. The contractor shall strictly comply with the provision of safety code applicable.
21. I.S. Code numbers wherever mentioned in the tender shall be the latest version of I.S. Codes as on the date of opening of Tenders.
22. The performance guarantee of the Contractor will be forfeited if he fails to comply with any of the conditions of the contract.
23. **CONTRACTOR TO INFORM THEM FULLY:**  
The contractor shall be deemed to have carefully examined the work and sited conditions including Labour, the general and special conditions, specifications, schedules and drawings and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions

and carried out his own investigations to arrive at the rates quoted in the tender. In this regard he will be given necessary information available with the department but without any guarantee about its accuracy. If the contractor shall have any doubt as to the meaning of any portion of the general conditions or the special conditions or the scope of the work or the specifications and drawings or any other matter concerning the contract he shall in good time, before submitting his tender, put forth the particulars thereof and submit them to the Banks Zonal Office, Pune in writing in order that such doubts may be clarified authoritatively in writing before tendering. Once a tender is submitted the matter will be decided according to tender conditions in the absence of such authentic preclarification.

24. Bank reserves the right for any addition/deletion/alteration of materials/specifications before/after awarding the job without any compensation.
25. You shall be abide by the Minimum Wage Act, Labour Laws/Bye-laws, Shops & Establishment Act etc. of the State Government / Statutory bodies. All necessary permit/license etc., if required, for the relevant work, has to be arranged by the Vendor.
26. The rates contract shall be valid for a period of 150 days from the date of issuance of work order and the bidder has to provide additional quantity as and when required by the bank for other Branches in Pune Region.
27. If the quality of Machines along with its accessories supplied or any raw materials used therein is found to be unsatisfactory by us at any point of the contract period, Bank is entitled to terminate the contract or withdraw the work order and get the balance supply at your risk and cost by any other agency particularly in case of the following defaults from your side.
  - a. Delay in supply of Machines
  - b. Refusal to meet the specification and rectification of faulty material and workmanship.
28. The order should be executed within a period of maximum three week from issuance of Purchase Order.
29. You are advised to carry out the work without causing inconvenience to the employee of the branch/offices and occupant in the building comprising branch/office.
30. Contractor to supply & install the machine complete in all respects at the ordered site and obtain the acknowledgement from the officer/executive for having made the supply and installed the same satisfactorily.
31. No advance will be paid by the bank.
32. On satisfactory completion of the work and after submitting bill to this office, you will be paid as per approved tender rate.
33. Bank's Official / Banks authorized Person will verify the specifications viz quality, size, brand to match with the contracted specifications.
34. On observation of deviation from the specification, bank may cancel the work order and assign the same to other contractor or deduct the amount from the bill.

35. Bank reserves the right to accept or reject any/all the offer without giving any reasons thereof.
36. Other terms and conditions as per Bank's norms/General Terms & conditions of contract as per government norms will be applicable.
37. Bank reserves the right to select/reject one or more Bidders. The Bank does not bind itself to accept the lowest or any tender and reserves the right to accept or reject any or all tenders either in whole or in part, without assigning any reasons whatsoever. Conditional tenders are liable to be rejected. Dispute, if any, will be subject to Pune jurisdiction only.
38. Offers not accompanied with Earnest Money Deposit will not be opened. This amount will be forfeited if, having been selected by the Bank for the job, the bidder refuses to accept purchase order or having accepted the purchase order, fails to carry out his obligations mentioned therein.
39. The Earnest Money Deposit of unsuccessful bidders will be refunded on acceptance of the work order by the Contractor. Earnest Money Deposit shall not carry any interest. The EMD of Contractor will be adjusted while settling the final bill. The Earnest Money Deposit will be forfeited if:
  - a. The bidder withdraws his tender before processing of the same.
  - b. The bidder withdraws his tender after processing but before acceptance of "Letter of appointment" to be issued by the Bank.
  - c. The Contractor withdraws his tender before furnishing Bank Guarantee/Security Deposit as required under this Tender. The bidder violates any of the provisions of the terms and conditions of this tender specification.
40. Earnest Money: In the event of the Tenderer withdrawing his Tender before the expiry of 90 days from the date fixed for receiving the Tenders or such other extended dates as agreed to or if the tender is accepted, the Contractor fails to pay the security deposit as stipulated/or if he fails to commence the work within stipulated time, the Earnest Money will be forfeited. The Tender without EMD will be summarily be rejected.
41. Retention Money: The successful Tenderer shall deposit a sum equal to 5% of the accepted Contract value, in the form of Bank Guarantee from scheduled commercial Bank within 7 days of issue of letter of Acceptance / Work Order failing which the employer at his discretion may revoke the letter of Acceptance / Work order and forfeit the Earnest Money Deposit.
42. Bank reserves the right to select/reject one or more contractors. The Bank does not bind itself to accept the lowest or any tender and reserves the right to accept or reject any or all tenders either in whole or in part, without assigning any reasons whatsoever.

## OTHER TERMS

Please note that any response which does not provide any / all of the information in the specified formats shall be rejected and the Bank shall not enter into any correspondence with the vendor in this regard. The Bank reserves the right to accept or reject the tender in whole or in parts without assigning any reason thereof. The bank's decision will be final and the bank will not entertain any correspondence in this regard. Bank will not assume any responsibility in case of delay or non-delivery of responses by post, courier, etc within the stipulated time. Mere response to the tender will not entitle nor confer any right on the vendors for supply/sale to the bank. Those vendors who do not fulfill any one of the required specifications and not meeting other criteria will not be considered.

### Materials & workmanship to confirm to description

All materials and workmanship shall so far as procurable be of the respective kinds described in the BOQ and/or specifications and in accordance with the Bank's instructions, and the contractor shall upon the request of the Bank furnish it with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The contractor shall at his own cost arrange for and/or carry out any test of any materials which the Bank may require as per the testing schedule of tender.

### Contractor's superintendence and representative on the works.

The contractor shall give all necessary personal superintendence during the installation of the works, and as long thereafter as the Bank may consider necessary until the expiry of the "Defects Liability Period" stated in the Appendix hereto.

Dismissal of workmen. The contractor shall on the request of the Bank immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Bank. Access to works The employer, their respective representatives shall at all reasonable times have free access to the work and/ or to the workshops, factories or other places where materials are lying or from which they are being obtained and the contractor shall give every facility to the employer.

### Sufficiency of Schedule of quantities

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the BOQ, and/or the Schedule of Rates and Prices which rates and prices shall cover all his obligations under the contract, and all matters and things necessary for the proper completion of the works.

### Measurement of works

The Bank may from time to time intimate to the contractor that he requires the works to be measured, and the contractor shall forthwith attend or send a qualified agent to assist the Bank. The contractor should not attend or neglect or omit to send

such agent then the measurement taken by the Bank shall be taken to be correct measurements of the works. Such measurements shall be taken in accordance with the Mode of Measurements detailed in the specifications. The contractor or his Agency may at the time of measurement take such notes and measurements as he may require.

#### Defects after virtual completion.

Any defect, shrinkage, settlement or other faults which may appear within the “Defects Liability Period” stated in the Appendix hereto or, if none stated, then within 60 months after the virtual completion of the works, arising in the opinion of the Bank from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Bank, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other persons to amend and make good such defects, shrinkage, settlement or other faults, and all damages loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer.

#### Termination of contract by The Employer

If the contractor being an individual or a firm commits any “act of insolvency”, or shall be adjudged an insolvent or being an incorporated company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee or the Liquidator of such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Bank that he is able to carry out and fulfill the contract and to give security therefore, if so required by the Bank. Or if the contractor (when and individual, firm or incorporated Company) shall suffer execution or other process of Court attaching property to be issued against the contractor. Or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor. Or shall assign or sublet this contract without the consent in writing of the employer first had and obtained. Or shall charge or encumber this contract or any payments due or which may become due to the contractor hereunder.

#### Right of Employer to terminate contract in the event of death of contractor if individual.

Without prejudice to any of the rights or remedies under this contract, if the contractor, being an individual, dies, the employer shall have the option of termination the contract without incurring any liability for such termination.

#### Guarantee

The Machine and its accessories shall be guaranteed for a period of -1- year from the date of taking over the installation by the Bank against unsatisfactory performance and/or breakdown due to defective design, workmanship of material.

The equipment's or components, or any part thereof, so found defective during guarantee period shall be forthwith replace free of cost, to the satisfaction of Bank.

#### PAYMENT TERMS

The payment will be released from respective Branch / office after satisfactory installation and calibration of Machine. The Bank will pay invoices within a period of 30 days from the date of receipt of undisputed invoices at the agreed rates. Any dispute regarding the invoice will be communicated to the Contractor within 10 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 15 days from the date the dispute stands resolved. There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the Contractor(s). AMC payments will be paid on half yearly basis after completion of visit and required preventive maintenance. The Vendor must accept the payment terms proposed by the Bank. The commercial bid submitted by the vendors must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted.

#### SERVICES DELIVERY / AVAILABILITY TIMELINES

Machine should be made available to the Bank within 3 weeks from the date of Bank placing the Rate Contract order with the vendor.

#### CONTRACT PERIOD

Bank desires to enter into a Rate Contract with the Contractor for supply and installation of Gold Purity Testing Machine for a period of 3 Months from the date of placing of Rate Contract order by the Bank. Bank shall place purchase order with the Contractor's during this rate contract period based on the Bank's requirement.

## **GENERAL TERMS AND CONDITIONS**

1. Adherence to Terms and Conditions: The bidders who wish to submit responses to this tender should note that they should abide by all the terms and conditions contained in the tender. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process.
  - a. Bidders are required to give compliance against each clause and sub clause on the technical specifications. It should also give specific information, wherever, asked for. Deviations, if any, should be clearly indicated with details and proper justification to avoid back reference.
  - b. Unless stated otherwise, latest alterations/ revisions of specifications/ standards/ drawings shall be applicable. In respect of safety standards and environmental standards relevant to the machine along with its accessories, it is mandatory for the manufacturer to ensure compliance with International / National standards (IS) (wherever applicable) in their offer.
  - c. Bidders must offer and quote for all the items and accessories which are considered essential for Supply and Installation of the machine along with its accessories.
2. Professionalism: The Contractor should adhere to standards prescribed by laws, issued by various regulatory, statutory and Government authorities.
3. Skill Professional: The bid should contain the resource planning proposed to be deployed for the project which includes, inter-alia, the number of personnel, skill profile of each personnel, duration etc.
4. Penalty/Liquidated Damages (LD): For any delay in Supply, Installation, Testing, Commissioning of Machine beyond the completion period, the Bank reserves the right to impose LD/Penalty at the rate of 0.5 % of the cost of the Contract per week subject to a maximum of 10% of the Total Cost of the Contract price. However, if there is delay beyond the above period and/or amendments thereon, due to reasons attributable to the Bank, such period shall be exempted from computation of delay for the purpose of Penalty. Penalty/LD is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the Contractor to prove that the delay is attributable to the Bank and Force Majeure. The Contractor shall submit the proof authenticated by the bidder and Bank's official that the delay is attributed to the Bank and Force Majeure along with the bills requesting payment.
5. Indemnity: The Contractor shall indemnify Bank and keep indemnified for against any loss or damage that Bank may sustain on account of breach of terms of agreement, violation of patent, trademarks, intellectual property rights, losses incurred due to malfunctioning /inferior quality of Machine, breach of confidentiality by the employees, associates or agent or consultant of the Contractor etc. by executing an instrument to the effect on a Non-Judicial stamp paper. The Contractor shall, at its own expense, defend and indemnify the Bank against all third party claims for infringement of patent,



trademark, design or copyright arising from use of products or any part thereof supplied by Contractor. Contractor will provide infringement remedies and indemnities for third party products, on a pass through basis. The Contractor shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation/ damages to a third party resulting from such infringement, the Contractor shall be fully responsible to pay such compensation along with all costs, damages and attorney's fees and other expenses that a court may finally awards, in the event of the matter being adjudicated by a court or that be included in a Contractor approved settlement. The Bank will issue notice to the Contractor of any such claim without delay and provide reasonable assistance to the Contractor in disposal of such claim and shall at no time admit to any liability for, or express any intent, to settle the claim. The Contractor shall also reimburse all incidental costs, which the Bank incurs in this regard. In the event of the Contractor not fulfilling its obligations under this clause within the period specified in the notice issued by the Bank, Bank has the right to recover the amounts due to it under this provision from any amount payable to the Contractor under this project. The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this tender.

6. **Governing Law:** The Bids and the subsequent contract with the Contractor shall be governed in accordance with the Laws of India and shall be subject to the exclusive jurisdiction of Courts in Pune.
7. **Force Majeure:** Notwithstanding the above provisions, the Contractor shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions and epidemics. If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.
8. **Termination for Default:** The Bank, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, may terminate this contract in whole or in part, if the Bidder fails to perform any obligation(s) under the contract. In the event of the Bank terminating the contract in whole or in part, the Bank may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered, and the Bidder shall be liable to the Bank for any excess costs for such similar services.
9. **Confidentiality:** This document contains information confidential and proprietary to the Bank. Additionally, the Contractor s shall be exposed by virtue of the contracted activities to the internal business information of the

Bank. Disclosures of receipt of this tender or any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the Contractor s, premature termination of the contract, and / or legal action against the Contractor s for breach of trust. Contractor shall have to sign a legal non-disclosure agreement with the Bank before starting the project. The Contractor (and its employees) shall not, unless the Bank gives permission in writing, disclose any part or whole of this tender document, of the proposal and/or contract, or any specification, plan, drawing, pattern, sample or information furnished by the Bank (including the users), in connection therewith to any person other than person employed by the bidder in the performance of the proposal and/or contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. The employees or the third party engaged by the bidder shall maintain strict confidentiality. The Contractor, its employees and agents shall not, without prior written consent from the Bank, make any use of any document or information given by the Bank or its Authorized personnel, except for purposes of performing the contract awarded. In case of breach, the Bank shall take such legal action as it may be advised. The Contractor has to maintain confidentiality even after completion/ termination of the contract.

10. Authorized Signatory: The Contractor shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The Contractor shall submit at the time of signing the contract, a certified copy of the extract of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The bidder shall furnish proof of signature identification for above purposes as required by the Bank.
11. Repeat Order: In case the Bank could complete the procurement satisfactorily, the Bank would have option to place additional order upto 50% if desired by Bank on same terms and conditions within 12 months from award of this contract.
12. Availability of Product and Spares
  - a. Spares for the product offered should be available for at least 5 years from date of installation.
  - b. In case the product/configuration offered is discontinued in the meantime, the Contractor should provide light fixture of the new model (better configuration) at the same price.
13. Other Terms and Conditions  
Bank of Baroda reserves the right to:
  - Reject any and all responses received in response to the NIT
  - Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery
  - Extend the time for submission of all proposals

- Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality)
- Share the information/ clarifications provided in response to NIT by any bidder, with any other bidder(s) /others, in any form.
- Cancel the Tender at any stage, without assigning any reason whatsoever.
- Change the time schedule of the tender for inviting the bids or evaluation thereof.
- Modify the quantity or any specifications related to eligibility or technicalities.

#### 14. Bid Rejection Criteria

In the following circumstances bank will have discretion to reject the entire bid or accept the bid with some conditions stipulated by bank.

- Bid submitted by holding company and its subsidiary
- Bids submitted by one or more companies having common director/s
- Bids submitted by one or more partnership firms / LLPs having common partners
- Bids submitted by one or more companies in the same group of promoters/management
- Any other bid in the sole discretion of the bank is in the nature of multiple bids.
- Related parties cannot submit bids. In case they do so both/all bids submitted by related parties are liable to be rejected at any stage.
- Bid submitted not as per terms and conditions

15. The Schedule of Probable Quantities is liable to alterations by omissions, deductions or additions at the discretion of the Bank. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the amounts quoted against various items should be totaled in order to show the aggregate value of the entire tender.

16. The Contractor shall have to use materials of the makes/manufacturers specified in the list of material approved brand and/or manufacture contained in this tender form.

17. The contractor shall strictly comply with the provision of safety code.

18. I.S. Code numbers wherever mentioned in the tender shall be the latest version of I.S. codes as on the date of opening of Tenders.

19. Bank reserves the right for any addition/deletion/alteration of materials/specifications before/after awarding the job without any compensation.

20. Bidder shall be abide by the Minimum Wage Act, Labour Laws/Bye-laws, Shops & Establishment Act etc. of the State Government / Statutory bodies.

21. All necessary permit/license, permission from public authorities etc., if required, for the completion of work, has to be arranged by the contractor.

22. If the quality of material supplied is found to be unsatisfactory by us at any point of the contract period, Bank is entitled to terminate the contract or

withdraw the work order and get the balance supply and installation at your risk and cost by any other agency particularly in case of the following defaults from bidder side.

23. BOB discourages the stipulation of any additional conditions by the Bidders along with their offer. The clarifications / conditions etc. of all the Bidders, if any, will be examined and after discussions with all the Bidders in the prebid meeting, the conditions acceptable to BOB will be intimated to the Bidders through Addendum/Corrigendum.
24. All the material should be of the best quality available in the market.
25. Bidders are advised to carry out the work without causing inconvenience to the occupant in the building.
26. Bank will deduct TDS, other applicable taxes/surcharge/cess etc. as per norms.
27. Other terms and conditions as per Bank's norms/General terms & conditions will be applicable.
28. Since the building is in operation, installation will have to be carried out after office hours, so as that the customer service is not affected.
29. All supporting documents duly self attested to be submitted along with tender.
30. Incomplete or partial or faulty submissions shall be rejected.
31. A physical Demo of the Machine to be given by the vendor at our office within -7- days from date of opening of Technical bids.
32. OPENING OF BIDS: Opening of Bids shall be strictly as per schedule under this NIT and no request for change in date shall be entertained. Bids not accompanied with EMD will not be opened.
33. Bank of Baroda reserves the right, but not any obligation, to undertake a pre-shipment inspection of the complete central system in a factory test environment. For this purpose, Bank of Baroda's personnel may visit the factory site, if required.
34. Third party Testing - The L1 Bidder should arrange for Third party testing of machines at a recognized Institution / Testing facility at his own risk and cost. Around 5 to 10% of total supplied quantity shall be randomly selected by Bank for testing the same.
35. Quantities mentioned in the BOQ are approximate quantities and may vary by +/- (plus /minus) 15%

## **PRE CONTRACT INTEGRITY PACT**

### **General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of \_\_\_\_\_ month, 20\_\_\_\_, between, on one hand, Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisitions and Transfer of Undertakings) Act, 1970 having its head office at Mandvi Baroda, and its corporate office at Baroda Corporate Centre, C-26, G-Block, BandraKurla Complex, Bandra East, Mumbai-400051 and Regional Office at Pune - 411004 (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s\_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part. WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item/Services) and the BIDDER/Seller is willing to offer/has offered the said stores/equipment/item/services and WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking performing its functions on behalf of the President of India.

NOW, THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-  
Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

### **Commitments of the BUYER:**

- a. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- b. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such

information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

- c. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- d. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### Commitments of BIDDERS

1. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
  - The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised

or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be closed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.
14. Previous Transgression
  - The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
  - The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.
15. Earnest Money (Security Deposit)
  - While submitting commercial bid, the BIDDER shall deposit an amount (shall be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

- i. Bank Draft or a Pay Order in favour of Bank of Baroda
  - ii. A confirmed guarantee by an Indian Nationalized Bank other than Bank of Baroda, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
  - iii. Any other mode or through any other instrument (to be specified in the RFP).
- The Earnest Money/Security Deposit shall be valid upto a period of 8 Months or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
  - In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
  - No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

#### 16. Sanctions for Violations

- Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
  - i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of Bank of Baroda, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.



- v. To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
  - vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - vii. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
  - viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
  - x. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
  - The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

#### 17. Fall Clause

The BIDDER undertakes that it has not supplied /is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/ Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded. The BIDDER undertakes that it has not supplied /is not supplying similar (in quantity) product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry /Department of the Government of India or PSU and if it is found at any stage that similar (in quantity) product / systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the

Government of India or a PSU at a lower price within a period of one year before and after bid submission date, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

18. Facilitation of Investigation: In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.
19. Law and Place of Jurisdiction: This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.
20. Other Legal Actions: The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
21. Validity: The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

**BUYER BIDDER**

Witness

1. \_\_\_\_\_ 1. \_\_\_\_\_  
2. \_\_\_\_\_ 2. \_\_\_\_\_

## **APPENDIX**

Ref: To Clauses in conditions herein before referred to

Sr. No.	Details	Description
1	Warranty Period	12 Months
2	Supply Timelines	30 working days from issue of work-order
3	Rate of Liquidated Damages	As per terms and condition of agreement and work-order.
4	Security deposit	5% (including EMD) of Total purchase cost (Grand Total) shall be kept as Security Deposit for a period of 75 months. Contractor should be required to submit unconditional Bank Guarantee for the same.

## Technical Specifications

Sr	Description	Specification
1	Type of Machine	ED XRF Gold Testing Machine Desktop Model
2	Type approval	AERB Type approval from radiological safety view point is must.
3	X-ray source	X-Ray Tube - X Ray Fluorescence Technology
4	X-ray beam direction	From bottom to top
5	X-ray inclination	From Front to Back
6	Detection range	Au, Ag, Cu, Pt, Pd, Ni, Zn, Cd, In, Rh, & Others
7	Detector Silicon	Silicon Pin Detector
8	Analysis range	1% - 99.99%
9	Measurement time	30-90 Seconds
10	Measurement precision (Accuracy) +/- 0.1%	+/- 0.1%
11	Measurement (scanning) area Large (20 mm)	Large (20 mm)
12	Working temperature	15 Deg °C to 30 deg °C
13	Relative humidity	10% - 95%
14	Display	Built in display system or to be provided with Desktop PC / Laptop
15	Accessories integration	Integration with Computer, Weighing Balance and Printer
16	Power requirement	230 V AC/50 HZ (Should be compatible with online UPS of min 1 kVA load)
17	Coating/Plating alert	Warning alert within 5 seconds after testing starts
18	Calibration/Standardization	During installation or shifting time only - Not daily or hourly
19	Focusing of ornaments	No focusing (Autofocus)
20	Sample chamber	Large in order to accommodate big ornaments
21	Machine Cabinet	ABS Body with X Ray Protection
22	Reports	<ul style="list-style-type: none"><li>• Informative with spectrum, percentage of element with weight and Karat value</li><li>• Can be generated in Excel/PDF/XML</li><li>• Auto saved to system</li></ul>
23	Radiation safety	<ul style="list-style-type: none"><li>• AERB Type approval ( Not NOC) for the model is mandatory</li><li>• Auto cut off of X-ray during accidental opening of chamber door while testing</li></ul>

## **OTHER FUNCTIONAL REQUIREMENTS:**

Gold Purity Analyzer Machine should give the exact purity of Gold ornaments along with the details of the various metals present in the ornaments.

Purity of the Gold Ornaments should be displayed either on the display attached to the Gold Purity Testing Machine or on the inbuilt display of the Gold Purity Testing Machine.

Item/ piece-wise test reports should be obtained from the analyzer machine with detailed metal composition.

Instrument should be having high precision, repeatability and shall carryout non-destructive analysis.

The instrument should be able to interface to a computer through USB port and should use convenient software which can be interface easily for quick analysis and preparation of report.

Instrument should provide print out of purity details with the minimum manual inputs such as loan account name/number, other reference fields of around 2-3 inputs.