



**TENDER FOR SITC OF UPS FOR BANK OF BARODA**  
**AT 6TH FLOOR, WING – B, KOHINOOR SQUARE IT**  
**PARK,**  
**N. C. KELKAR MARG, SHIVAJI PARK, DADAR-WEST,**  
**MUMBAI-400 028.**

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

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**SECTION – I**

**[A] Important Dates:**

#	Particulars	Timeline
1	Tender Issuance Date	<b>05/10/2021</b>
2	Tender Coordinator Name, Contact details (Bank)	1. Mr Kausthub V 2. Contact No. - Email: <a href="mailto:em.bcc@bankofbaroda.co.in">em.bcc@bankofbaroda.co.in</a> 3. Postal Address: (Facilities Dept.), 1st Floor, Bank of Baroda, C-26, G-Block, Baroda Corporate Centre, BKC, Mumbai – 400051
3	Last Date of written request for clarifications before the Pre-bid Meeting	<b>11/10/2021</b> <b>Email-<a href="mailto:em.bcc@bankofbaroda.com">em.bcc@bankofbaroda.com</a></b>
4	Online Pre-bid Meeting & Venue details	<p>Pre bid meeting will be held online through Bank’s Online Meeting Platform (i.e. Microsoft Teams) on <b><u>13/ 10/ 2021 at 11:00AM.</u></b></p> <p>Bidder to submit maximum two participant’s names, contact numbers, designations and e-mail IDs on <a href="mailto:em.bcc@bankofbaroda.com">em.bcc@bankofbaroda.com</a> at least one day before the scheduled teleconferencing date.</p> <p>Meeting invite Link will be sent by the Bank to bidder’s provided email IDs to join the Online Meeting as per the schedule mentioned above.</p> <p>Bidder representatives will have to click the Bank provided link (provided in the e-mail) to join the On-Line Pre-bid meeting.</p>
5	Last Date of Submission of Online Tender (Closing Date)	<b>15:00 Hrs on 26/10/ 2021</b> Mode: Online URL: : <a href="https://www.tenderwizard.com/BOB">https://www.tenderwizard.com/BOB</a>
6	Eligibility Cum Technical Bid Opening Date (Online)	<b>15:30 Hrs on 26/10/ 2021</b> Mode: Online URL: <a href="https://www.tenderwizard.com/BOB">https://www.tenderwizard.com/BOB</a> 1. The meeting will be held online through Bank’s Online Meeting Platform (i.e. Microsoft Teams). 2. Bidders are requested to send bid submission confirmation with their email address for attending online bid opening meeting. on <a href="mailto:em.bcc@bankofbaroda.com">em.bcc@bankofbaroda.com</a> id after Tender submission time is over

7	Commercial Bid	The commercial bids of only those Bidders who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible Bidders.
8	Application Money	N.A
9	Bid Security (Earnest Money Deposit)	<b>Rs. 37,000/- (Thirty Seven Thousand Only)</b>
10	Minimum requirement for Online Tender response submission	<ol style="list-style-type: none"> <li>1. Computer / Laptop (Notebook) with internet connection.</li> <li>2. Operating system - Windows 7 or above</li> <li>3. Digital certificate (DC) - Class III, Signing + Encryption. (DC to be organizational type if bidder is participating on behalf of an organization)</li> <li>4. Web Browsers: Internet Explorer 9.0 (32-bit Browser only) &amp; above.</li> </ol>
11	Mode of bid submission & online portal's URL	Mode: Online URL: <a href="https://www.tenderwizard.com/BOB">https://www.tenderwizard.com/BOB</a>
12	Support details of Online Portal facilitator	ITI Limited, Tenderwizard Helpdesk Team Email: <a href="mailto:eprocarebob@etenderwizard.com">eprocarebob@etenderwizard.com</a> Phone: +91-11-49424365 Mr. Krupesh Kulkarni: +91-8800907637 For more details, check under contact us at home page of e-procurement portal <a href="https://www.tenderwizard.com/BOB">https://www.tenderwizard.com/BOB</a>

**Confidentiality:**

*This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Bank of Baroda expects the bidders or any person acting on behalf of the bidders strictly adhere to the instructions given in the document and maintain confidentiality of information. The bidders will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the Bank In the event that such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.*

**NOTICE INVITING TENDER**

To,  
M/s. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TENDER FOR SITC OF UPS FOR BANK OF BARODA AT 6TH FLOOR, WING – B, KOHINOOR SQUARE IT PARK, N. C. KELKAR MARG, SHIVAJI PARK, DADAR-WEST, MUMBAI-400 028.**

Bank of Baroda Invites Tender from experienced contractors for “**TENDER FOR SITC OF UPS FOR BANK OF BARODA AT 6TH FLOOR, WING – B, KOHINOOR SQUARE IT PARK, N. C. KELKAR MARG, SHIVAJI PARK, DADAR-WEST, MUMBAI-400 028.**”

Tender form has to be downloaded from the Bank’s website [www.bankofbaroda.com](http://www.bankofbaroda.com) (tender section). Application form available on website alone needs to be used. Tender forms will be available on the bank’s website from 02/10/2021 **till 26/10/2021 up to 15:00 Hrs.**

Tender shall be submitted in online mode only.

Contractors desirous to apply for said work shall fulfill the following:

Sl. No.	Name of Work	Estimated cost in Rs. (approx.)
1.	<b><u>TENDER FOR SITC OF UPS FOR BANK OF BARODA AT 6TH FLOOR, WING – B, KOHINOOR SQUARE IT PARK, N. C. KELKAR MARG, SHIVAJI PARK, DADAR-WEST, MUMBAI-400 028.</u></b>	Rs. 37,36,000/-

**Minimum pre-qualifying/short listing criterion:**

1. They should have completed similar jobs\* in last 7 {seven} years (as on 31.08.2021) as per the following criteria (Proforma enclosed) :

a) **One** similar completed work costing not less than Rs. 29.89 Lacs

**OR**

a) **Two** similar completed works, each costing not less than Rs. 18.68 Lacs.

**OR**

b) **Three** similar completed works, each costing not less than Rs. 14.94 Lacs.

(\*similar jobs include SITC of UPS in Residential/ commercial buildings for Govt Sector and large listed pvt organization).

2. Average annual financial turnover of the firm during last 3 years, ending 31<sup>st</sup> March, 2021 should be at least Rs 11.21 Lacs (supported with Audited Balance Sheets).

**EMD: Rs. 37,000/- Thirty seven thousand four hundred fifty only**

**Note: The Companies registered with NSIC/MSME/KVIC are exempted from submission of EMD on submission of valid certificate of registration as per the rule of Government of India. Such companies are requested to submit the valid certificate along with the technical bid.**

**If the company found L-1 and back out subsequently, then Company shall be delisted / debarred from participating in any future tenders of Bank of Baroda for minimum One year.**

Validity of offer shall be 120 days from the date of opening of Price Bid. Bank may extend the validity of tender with consent of bidders.

Financial Bids of eligible bidders qualifying as per above eligibility criteria shall be opened only. Date of opening of financial bids shall be communicated separately. 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.

No conditional offer will be entertained. Conditional offers shall be summarily rejected. Disputes, if any, will be subject to Mumbai jurisdiction only.

**Tender documents downloaded from Bank's website shall only be accepted.**

In case of any clarification you may please contact following officials:

Sr. Manager- Sabyasachi Mohanty – 022- 66985102

Chief Manager -Kausthub V- 022 66985769

Chief Manager (Civil) -A.K Shukla – 022 66985101

Email- em.bcc@bankofbaroda.com

Bank has engaged M/s. Rajvilas Gadkari (Architect) for providing Architectural Consultancy services for the project. His contact details are as under:

Name- Rajvilas Gadkari

Mob- 9821049457

Email- rajvilasg@gmail.com



Bidders desirous of visiting the project site can do so on 08/10/2021 between **11:00 a.m. to 2:00 p.m.** Bank's official shall be present at site on the said date. No further requests for site visit shall be entertained after this date. The address of site is as under:

**6th floor, Wing – B, Kohinoor Square IT Park, N C Kelkar Marg, Shivaji Park, Dadar-West, Mumbai.**

Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

**Seal & Signature of Tenderer**

SECTION – II

**MANDATORY INFORMATION FOR PRE-QUALIFICATION**

**ANNEXURE -A**

Mandatory information required for Prequalification of the bidder

(To be furnished on the letterhead of the bidder)

Important:

1. Please type or handwrite in capital letters.
2. Attach copies of the supporting documents.
3. Please use additional sheets if required.

1	a) Name of the applicant / organization b) Address of the Registered Office c) Address of office at Mumbai. (With Phone Nos, Fax Nos & Email ID & Contact Person)	
2	Year of establishment	
3	Type of the organization (Whether sole proprietorship, Partnership, Private Ltd. or Ltd. Co. etc.) (Enclose certified copies of documents as evidence)	
4	Name & qualification of the Proprietor / Partners / Directors of the Organization / Firm a) b) c) Enclose certified copies of document as evidence.	
5	Details of registration – Whether Partnership firm, Company, etc. Name of Registering Authority, Date and Registration number. Enclose certified copies of document as evidence	
6	Whether registered with Government / Semi – Government / Municipal Authorities of any other Public Organization and if so, in which class and since when? (Enclose certified copies of document as evidence)	
7	a. No. of years of experience in the field and details of work in any other field. b. Whether ISO certified, furnish the details. c. OHSAS certification details	



8	Area of business activities other than construction, if any, and place of business.	
9	Registration of firm under Shop & Establishment Act 1948	
10	Address of Mumbai office through which the proposed work of the Bank will be handled and the Name & Designation of officer-in-charge.	
11	(a) Yearly turnover of the organization during last 3 years (year wise) (Avg. turnover of last 3 years should not be less than Rs 10.64 Lacs) and furnish audited balance sheet and Profit & Loss A/c (Audited) for the last –3- years.  (b) Average turnover in 2018 – 2019 2019 – 2020 2020- 2021	
12	Enclose copy of latest income tax clearance certificate.	
13	PAN No.	
14	Details of registration for GST	
15	Detailed description and value of works done (Proforma-1) and works on hand (Proforma-2)	
16	Details of Key Personnel Permanently employed (Proforma –3)	
17	Other infrastructural information to be used/ referred for this project (Proforma-4) List of available plants, machineries equipments etc.	
18	Furnish the names of –3- responsible persons along with their designation, address, Tel.No. etc., for whose organization, you have completed the above mentioned jobs and who will be in a position to certify about the performance of your organization.	
19	Whether any Civil Suit / litigation arisen in contracts executed / being executed during the last 10 years. If yes, please furnish the name of the project, employer, Nature of work, Contract value, work order and brief details of litigation. Give name of court, place, and status of pending litigation.	

20	Information relating to whether any litigation is pending before any Arbitrator for adjudication of any litigation or else any litigation was disposed off during the last ten years by an arbitrator. If so, the details of such litigation are required to be submitted.	
21	Have you been ever disqualified or levied penalty by the bank in past for non fulfillment of the contractual obligations. If yes, please provide details.	
22	UTR details with date of deposit of EMD	

(Please enclose this information in PART I (Technical Bid) of the Bid. Bid of agencies who are not furnishing above information will be summarily rejected).

**PROFORMA – 1**

**LIST OF PROJECTS EXECUTED BY THE ORGANISATION DURING THE LAST 7 YEARS not before August 2014 (Minimum Value of Work done not less than Rs. 14.94 lacs)**

Sl No	Name of work/ project with address.	Name & full postal address of the owner. Specify	Contract Amount (Rs.)	Stipulated time of completion (Years)	Actual time of completion (years)	Any other relevant information. Actual amount of the Project, if increased, give reasons.	Enclose clients certificate for satisfactory completion.
1	2	3	4	5	6	7	8

**Notes:**

- Information has to be filled up specifically in this format. Please do not write remark “As indicated in Brochure”.
- Date shall be reckoned from the date of advertisement of the notice in news papers.
- For certificates, the issuing authority shall not be less than an Executive In charge.
- 

**PROFORMA - 2**

**LIST OF IMPORTANT WORKS IN HAND**  
**(Minimum Value of Work done not less than Rs. 14.94 lacs)**

Sl. no	Name of work/ project with address	Name & full postal address of the owner. Specify whether Govt. undertaking along with name, address and contact nos. of –2- persons (Engineers or top officials of the organization)	Contract Amount (Rs.) (for PMC work only) with copy of Work Order & completion certificate from project in- charge.	Stipulated time of completion (Years)	Present status of the project	Any other relevant Information.

1	2	3	4	5	6	7

**Note:-**

Information has to be filled up specifically in this format.

Please do not write remark “As indicated in Brochure”.

**PROFORMA - 3**

**Details of Infrastructure in Office**

(Please enclose this information in the PART I (technical bid) of the bid. Bid of agencies who are not furnishing above

Sr. No.	Items	Numbers	Details
1	Office Premises, Area, etc		
2	Fax M/c		
3	Telephones		
4	Other instruments		
5	Software used for planning.		
6	Reference books used		
7	Subscription to magazines,		
8	Any other information		

information will be summarily rejected).

I/We confirm that to the best of our knowledge this information is authentic and accept that any deliberate concealment will amount to disqualification by the Bank at any stage

PLACE :

DATE : \_\_/\_\_/2021

SIGNATURE OF BIDDER & Co's seal

## SECTION -III

### FORM OF TENDER

To,  
General Manager-FM&COA  
Bank of Baroda,  
Baroda Corporate Centre,  
C-26, G-Block,  
Bandra Kurla Complex,  
Bandra East,  
Mumbai-400051

Dear Sirs,

**Re: TENDER FOR SITC OF UPS FOR BANK OF BARODA AT 6TH FLOOR, WING – B,  
KOHINOOR SQUARE IT PARK, N. C. KELKAR MARG, SHIVAJI PARK, DADAR-  
WEST, MUMBAI-400 028.**

Having visited the site ,examined the plans/ specifications and schedule of quantities, and satisfying ourselves as to various conditions stated, I/we hereby offer to execute the above works at the respective rates which I/we have quoted for the items in the Schedule of Quantities.

I/ we enclose copy of proof for online payment for **Rs 37,000/-- (Rupees Thirty Seven Thousand Only)** towards Earnest Money deposit for the execution of the works at my/ our tendered rates, together with any variations at later stage, should the work be awarded to me/ us.

In the event of this tender being accepted, I/we agree to enter into and execute the necessary contract required by you. I/ We do hereby bind myself/ourselves to forfeit the aforesaid deposit **Rs 37,000/-- (Rupees Thirty Seven Thousand Only)** in the event of our refusal or delay in signing the Contract Agreement. I/we further agree to execute and complete the work within the time frame stipulated in the tender documents.

I/we agree to pay GST, Sales Tax, Works Contract Tax, Excise Tax, Octroi, VAT, Duties, all Royalties and all other applicable taxes prevailing and be levied from time to time on such items for which the same are livable and the rates quoted by me/us are inclusive of the same.

I/we understand that you are not bound to accept the lowest tender or bound to assign any reasons for rejecting our tender. I/we further understand that Bank of Baroda may award Contracts to more than one Contractor and that I/ we shall make no claims whatsoever if Bank of Baroda accept only a part of my/ our tender. We unconditionally agree to Bank of Baroda's preconditions as stipulated in the tender documents.

*Looking to the prevailing Pandemic Corona, I shall follow all guidelines issued by Government/Society and ensure regular Sanitization, Social Distancing, Wearing Mask etc. during the course of Work.*

Bank reserves the right to terminate our contract and forfeit the Earnest money deposit paid by us in additions to recovery of all the dues to the Bank from the payment receivable by us. Further we may also be barred from tendering in future for the Bank and its subsidiaries.

Any Commercial discloser in the Envelope No. 1 will disqualify me/ us without any further scrutiny.

I/we enclose herewith the completed tender documents duly signed in duplicate.

Yours truly,

[To be signed by the Authorized Representative of Tenderer holding Power of Attorney]

Place:

Date

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

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

**Equal treatment of all Bidders / Subcontractors**

1) In case of Sub-contracting, the Principal Contractor (Bidder) shall take the responsibility of the adoption of Tender conditions by the Sub-contractor.

2) The BOB will enter into agreements with identical conditions as this one with all Bidders.

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

**Criminal charges against violating Bidder(s)/ Subcontractor(s)**

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

## SECTION - IV

### INFORMATION AND INSTRUCTIONS TO TENDERERS

#### Scope of Work :

- 1.1 The brief description of work to be carried out and its scope are given in the General Condition of Contract and the "**Special Conditions of Contract**" of these documents.

#### 2. Site Inspection and Information :

- 2.1 The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the Drawings, inspect the site of the work and acquaint himself with all the information about all the local conditions, means of access to the work, nature of the work and all matters pertaining thereto.

- 2.2 Access to the Site will be given during the Tender period by Bank as mentioned in Tender

The tenderer shall ascertain the location, size and condition of the areas available for his use as working areas and all other information affecting this Tender.

- 2.3 The Employer will not be responsible and will not reimburse any expenses which may be incurred or losses to person or property suffered by any Tenderer in connection with visits to and examination of the site and in the preparation of his tender for submission.

- 2.4 The tenderers should note that information, if any, as regards to the site and local conditions, as contained in these tender documents has been given merely to assist the tenderers and is not deemed to be complete.

- 2.5 The tenderers should note and bear in mind that the Employer shall bear no responsibility for the lack of acquaintance of the site and other conditions or any information relating thereto, on their part. The consequences of the lack of any knowledge, as aforesaid, on the part of the tenderers shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by the Employer either during tender stage or during the construction period.

3. **Rates & Discrepancies etc.:**

3.1 The contractor shall quote the rate after careful examination Tender documents & drawings.

3.2 The tenderers shall quote the rates both in figures and words. If some discrepancies found between the rates quoted in figures and words, the following procedure shall be adopted for checking and arithmetic calculation:

- i) When there is difference between the rates in figures and words, the rates, which correspond to the amount worked out by the tenderer, shall be taken as correct.
- ii) When the rates quoted by the tenderer in figures and words tally but amount is incorrect, the rate quoted by the tenderer in words shall be taken as correct.
- iii) When it is not possible to ascertain the correct rate by either of the above methods, the rates quoted in words shall be taken as correct.
- iv) All erasures and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted and failure to comply with either of these conditions will render the tender void at the Employer's option. No advice of any change in rate or conditions after opening of the tender will be entertained.
- v) **In case the contractor has not quoted both rate and amount for any items, then the maximum of the quotes for that item by other bidders shall be taken for assessing the value of his tender. Further, in case he is awarded the work, the rate for the said item shall be payable as per the lowest rate quoted by other bidders.**
- vi) The rate quoted shall be inclusive of all material, labour, profit, tools and tackles, lead and lift, transportation, cutting etc complete including all applicable taxes, duties, cess, excise, octroi, LBT, WCT etc. GST shall be paid extra as applicable.

3.3 The Contractor 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 modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement of completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purposes or for any claim in respect thereof. The Employer does not accept liability for any sum towards loss of overheads & profits of the contractor besides the accepted amount, subject to such variations as are provided for herein or as deemed fit to Employer. However, necessary time extension will be allowed if the delay is not attributable to contractor.



3.4 The Tenderers shall before tendering carefully examine the Tender Documents including these Information's & Instructions to Tenderers, General Conditions of Contract, Special Conditions of Contract, General Particulars & Requirements to Specifications, Detailed Specification, Drawings and other matters referred to therein, the Schedules and the Bill of Quantities and if there should be or appear to be any ambiguity in / or discrepancy between any of these documents or between figured and measured dimensions and other aspects upon the Drawings, he shall immediately refer the matter to the Employer / Architect **for clarification before submission of Tender. However, in case of any discrepancies between Drawings, Specifications and B.O.Q. items, B.O.Q. item shall supersede the others for quoting of rates.**

#### 4.0 **Forms & Documents:**

- i) The tenderer must use only the forms issued by the Employer to fill the rates.
- ii) The Tender Form and the documents attached to it shall not be detached one from the other, and no alteration or mutilation (other than filling in all the blank spaces) shall be made in any of the documents attached hereto.
- iii) All documents of the tender are to be read in conjunction with each other and rates quoted by the tenderer shall take this aspect into consideration.

#### 5.0 **Signing of Documents:**

- i) Each page 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, Specifications, Special Conditions, etc., as laid down. Any tender with any of the documents not signed will likely be rejected.
- ii) The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a person who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise, the tender may be rejected by the Employer
- iii) Tender shall contain full address, Telephone Nos., Fax No. for serving notices / addendums required to be served to the Tenderer in connection with the Tender.
- iv) Power of Attorney in the name of person(s) who has / have signed the tender document.

#### 6.0 **Initial Security Deposit;**

The successful Tenderer shall deposit a sum equal to 2% of the accepted Contract value, in the form of DD / Bank Transfer- from nationalized Bank within 14 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. If the contractor deposit 10% performance guarantee then ISD shall not be required to be deposited.

## 7.0 Performance Guarantee

The successful tenderer to whom the Contract is awarded shall deposit a sum equal to **10%** of the accepted contract value in the form of Bank Guarantee from a **Nationalised or Scheduled Bank**. The Performance Guarantee shall be deposited within 21 days from the date 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. The Bank Guarantee for Performance Guarantee shall be valid till the issue of Virtual Completion Certificate.

8.0 The Tenderer (whether or not he submits a tender) shall treat the details of the documents as secret and confidential. In case a tenderer does not submit his tender, he shall return the blank tender documents & drawings.

## 9.0 Examinations & Evaluation of Tenders :

Employer will examine each Tender to satisfy whether – i) has been properly signed, ii) is accompanied by required security and documents and their correctness. A substantially responsive Tender is one, which conforms to all terms, condition and specifications of Tender Documents without material deviation or reservation. The Tender Evaluation will be as under :-

- i) The Tender which does not fulfill the submission of documents as specified in Sl. No. – 6 of Information & Instruction to Tenderers or elsewhere in the Tender document will be treated as unqualified and will be rejected.
- ii) The Tenders whose documents are found in order and satisfactory as stated above will be treated as responsive Tenders and the Price Bid of responsive Tenders will only be opened.

During evaluation employer may ask for any clarification or documents including breakdown of unit rates to the tenderer but no change in the price or substance of the bid will be sought.

10.0 The Employer does not bind himself 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. The Employer also has the right to re-invite the tender at his sole discretion.

11.0 Throughout all the documents the term ‘Bid’ and ‘Tender’ and their derivatives like Bidders, Tenderer are synonymous.

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## Terms and conditions

### General Terms

**Information Provided:** The Tender 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 tender 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 tender document.

**For Respondent Only:** The tender document is intended solely for the information of the party to whom it is issued (“the Recipient” or “the Respondent”) and no other person or organization.

**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 tender 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 bidder, not limited to those selection criteria set out in this tender document.

The issuance of tender 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 tender document that it has not relied on any idea, information, statement, representation, or warranty given in this tender document.

**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 tender document, be deemed to have accepted the terms as stated in this Tender document

Only one submission of response to tender by each Respondent will be permitted

The Bank expects the bidder to adhere to the terms of this tender document and would not accept any deviations to the same.

The Bank expects that the bidder appointed under the tender document shall have the single point

responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.

Unless agreed to specifically by the Bank in writing for any changes to the issued tender document, the bidder responses would not be incorporated automatically in the tender document.

Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the tender document shall be the governing document for arrangement between the Bank and the bidder.

The Bank will notify the Respondents in writing as soon as practicable after the Tender\_Evaluation Complete date, about the outcome of the Tender evaluation process, including whether the Respondent's Tender response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.

### **Rules for Responding to this tender**

The timeframe provided in point “[A] Important Dates” above is for the overall selection process. The Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process. The time schedule will be strictly followed. Interested parties are expected to adhere to these timelines. However, the Bank reserves the right to change the aforementioned timelines.

All responses received after the due date/time as mentioned in “[A] Important Dates – 5. Last Date of Submission of tender Response (Closing Date)” would be considered late and would be liable to be rejected. E procurement portal will not allow to lodgment of tender response after the deadline. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to tender. The Bank has no liability to any Respondent who lodges a late tender response for any reason whatsoever, including Tender responses taken to be late only because of another condition of responding.

The Bank has established Tender coordinators to provide a venue for managing bidder relationship and other requirements through the Bank's decision making body for contract clarification. All the queries and communication must be addressed to the tender coordinators / contact persons from the Bank mentioned in “[A] Important Dates -tender Coordinator”

Recipients are required to direct all communications for any clarification related to this tender to tender Coordinator.

All questions relating to the tender, technical or otherwise, must be in writing and addressed to the addresses given in point “[A] Important Dates” above. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications. The Bank will try to reply, without any obligation in respect thereof, every reasonable question raised by the Respondents in the manner specified.

However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the tender closes and all such information and material provided must be taken to form part of that Respondent's response.

Respondents should invariably provide details of their email address(es) as responses to queries will only be provided to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.

The Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the tender closes to improve or clarify any response.

Bidder should submit their Eligibility Cum Technical and Commercial bids Online i.e. through <https://www.tenderwizard.com/BOB/>

The bidder must register for submission of their bid as specified in this document.

Application Money as mentioned in “[A] **Important Dates – Application Money**” must be deposited through RTGS (Real Time Gross Settlement) / NEFT Bidder should submit the bid security along with the bid response. The details of the transaction viz. scanned copy of the receipt of making transaction is required to be uploaded on e-procurement website at the time of “final online bid submission

The tender response without the accompanying amount towards Application Money / Bid Security are liable to be rejected.

Commercial Bid – (As per details given in Annexure 14).

If the submission to this tender does not include all the documents and information required or is incomplete or submission is through Fax mode, the tender is liable to be summarily rejected.

All submissions, including any accompanying documents, will become the property of the Bank. The Recipient shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting tender process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents

All responses should be in English language. All responses by the bidder to this tender document shall be binding on such bidder for a period of 120 days after opening of the bids. The Bank shall have the right at its sole and absolute discretion to continue the assignment/contract on the selected bidder for future requirement for various items/activities as described in the tender after expiry of current assignment period.

All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the bidders and may be accepted by the Bank to form part of final contract between the Bank and the selected bidder. Bidders are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.

The bids once submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted by the Bank. In case, due to unavoidable circumstances, the Bank does not award the contract within six months from the last date of the submission of the bids, and there is a possibility to award the same within a short duration, the bidder would have the choice to maintain the EMD or bank guarantee in lieu of EMD with the Bank or to withdraw the bid and obtain the security provided.

The bidder may modify or withdraw its offer after submission but prior to the closing date and time as prescribed by Bank. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.

The bidders required to quote for all the components/services mentioned in the “scope of works” and all other requirements of this tender. In case the bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to

submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.

Based on the Bank's requirements as listed in this document, the bidder should identify the best-suited product / solution that would meet the Bank's requirements and quote for the same. In case the bidder quotes more than one model and they have not specified which particular model quoted by them needs to be considered, then the response would be considered as improper and the whole tender submitted by the bidder is liable to be rejected. The bidder is expected to provide the best option and quote for the same.

Bidder must furnish requirements as per the formats provided in the tender document.

The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Bidder and responded by the bidders have been quoted for by the bidder, and there will be no extra cost associated with the same in case the bidder has not quoted for the same.

All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the bidder to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.

The bidder at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, time frame for solution etc. as mentioned in the tender document circulated by the Bank. Bidder shall be fully responsible for deviations to the terms & conditions as proposed in the tender document.

**Grievance Redressal:** Any bidder who claims to have a grievance against a decision or action with regards to the provisions of this tender may file a request to the Dy. General Manager- FM Deptt at em.bcc@bankofbaroda.com. It may please be noted that the grievance can be filed by only that bidder who has participated in Procurement proceedings in accordance with the provisions of this tender. All letters must be addressed to the following:

The Dy. General Manager-FM Deptt  
Bank of Baroda, Baroda Corporate Center  
C-26s, G-Block, BKC, Bandra- East-Mumbai-51.

### **Price Bids**

The bidder is requested to quote in Indian Rupee (INR). Bids in currencies other than INR would not be considered. The date for opening of price bids would be communicated separately to the successful bidders post the completion of the technical evaluation

The prices and other terms offered by bidders must be firm for an acceptance period of 180 days from the opening of the commercial bid.

In case of any variation (upward or down ward) in Government levies/ taxes/ cess/ duties etc. which has been included as part of the price will be borne by the bidder. Variation would also include the introduction of any new tax/ cess/ duty, etc provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like GST and any taxes introduced instead of GST and levies associated to GST or any new taxes introduced after the submission of bidder's proposal shall be passed on or adjusted to the Bank. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, Bank

will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Necessary documentary evidence should be produced for having paid any tax/ cess/ duty, if applicable, and or other applicable levies.

If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess/ charge other than GST and if the Bank has to pay the same for any of the items or supplies made here under by the bidder, for any reason including the delay or failure or inability of the bidder to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Bidder along with the documentary evidence. If the Bidder does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Bidder from the Bank along with the interest calculated at commercial rate.

Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected Bidder will be final and binding on the bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows “Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the bidder”.

The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the bidder and responded by the bidders have been quoted for by the bidder, and there will be no extra cost associated with the same in case the bidder has not quoted for the same.

The Bank is not responsible for any assumptions or judgments made by the bidder for arriving at any type of costing. The Bank at all times will benchmark the performance of the bidder to the tender and other documents circulated to the bidder and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the bidder must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents. The Bank shall not be responsible for any assumptions made by the bidder and the Bank’s interpretation will be final.

The Commercial Offer should give all relevant price information and should not contradict the Technical Offer in any manner. There should be no hidden costs for items quoted.

The Bank is not responsible for the arithmetical accuracy of the bid. The bidders will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Bidder. The Bank at a later date will not accept any plea of the bidder or changes in the commercial offer for any such assumptions.

Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this tender, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the tender.

### **Price Comparisons**

The successful bidder will be determined on the basis evaluation mentioned in this tender document .  
Lowest bidder among qualified bidders shall be L-1 and awarded work.

The Price offer shall be on a fixed price basis. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected. The rate quoted by the bidder should necessarily include the following:

Transportation, forwarding and freight charges of all equipment to the site;

Prices quoted by the Bidder should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid extra as applicable. There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

The Bidders expected to provide details of services which are required to be extended by the Bidder in accordance with the terms and conditions of the contract.

The Bidder must provide and quote for the required product and services as desired by the Bank as mentioned in this tender. Any product or services not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder.

## **Application Money, Bid Security and Performance Guarantee**

### **Application Money**

Nil

### **Bid Security / Earnest Money Deposit**

Bidders are required to give an earnest money deposit of an amount as mentioned in “[A] Important Dates – 9. Bid Security (Earnest Money Deposit)” shall be paid through RTGS (Real Time Gross Settlement) / NEFT (National Electronic Fund Transfer) favoring **BANK OF BARODA, BANK ACCOUNT NO. 29040400000417, BANK IFSC CODE - BARB0BANEAS**

Offers made without the Earnest money deposit will be rejected.

- The amount of Earnest money deposit would be forfeited in the following scenarios:
  - In case the bidder withdraws the bid prior to validity period of the bid for any reason whatsoever;
  - In case the bidder refuses to accept and sign the contract as specified in this document within 1 month of issue of contract order/letter of intent for any reason whatsoever; or
  - In case the Bidder fails to provide the performance guarantee within 21 days from the purchase order date, for any reason whatsoever.
- Unsuccessful Bidder’s - Bid security money deposit or bank guarantee will be returned by the Bank within 4 weeks from closure of the tender. No interest shall be paid on Bid security money deposit to unsuccessful Bidders.
- Successful Bidder – Bid security money deposit or bank guarantee will be discharged upon the bidder furnishing the performance guarantee. The Bid security Money of the successful bidder may be forfeited or the bank guarantee in lieu of Bid security money may be invoked by the Bank if the bidder fails to furnish performance guarantee within 30 days from the date of Bank placing the order for any reason whatsoever and / or the bidder refuses to accept and sign the contract within 1 month of issue of contract order / letter of intent for any reason whatsoever.
- MSEs (Micro and Small Enterprise (MSE) are exempted from paying the application money and



Bid security amount for which the concerned enterprise needs to provide necessary documentary evidence. For MSEs Government of India provisions shall be considered while evaluating the tender

### **Performance Guarantee**

The successful bidder shall provide a Performance Guarantee within 21 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Annexure 15 to the extent of 10% of the total order value for the entire period of the contract plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations.

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

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

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

### **Other tender Requirements**

This tender document may undergo change by either additions or deletions or modifications before the actual award of the contract by the Bank. The Bank also reserves the right to change any terms and conditions of the tender document and its subsequent addendums as it deems necessary at its sole discretion. The Bank will inform all bidders about changes, if any.

The Bank may revise any part of the tender document, by providing a written addendum at stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on Bank's website only.

The Bank reserves the right to extend the dates for submission of responses to this document.

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

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

**No Commitment to Accept Lowest bid or Any Tender** – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase.

**Erasures or Alterations** – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct information of the services being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.

**Price Discussion** – It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted.

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

### **Service Level Agreement and Non-Disclosure Agreement**

The successful bidder shall execute a) Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Bank and b) Non Disclosure Agreement (NDA). The successful bidder shall execute the SLA and NDA within 30 days from the date of acceptance of Purchase Order

All the expenses related to execution of the document such as the applicable stamp duty and registration charges if any shall be borne by the bidder.

### **Right to Reject Bids**

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

- ▶ It is not in conformity with the instructions mentioned in the tender document.
- ▶ It is not accompanied by the requisite Earnest Money Deposit (EMD).
- ▶ It is not properly or duly signed.
- ▶ It is received through email.
- ▶ It is received after expiry of the due date and time.
- ▶ It is incomplete including non- furnishing the required documents.
- ▶ It is evasive or contains incorrect information.
- ▶ There is canvassing of any kind.
- ▶ It is submitted anywhere other than the place mentioned in the tender
- ▶ Any form of canvassing/lobbying/influence/query regarding short listing, status etc will be a disqualification.

## **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 tender 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.

## **Instructions to Bidders - E TENDERING**

### **General Instructions**

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

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

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

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

**Helpdesk Contact No.: +91-11-49424365**

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

#### **Primary Contact Number**

- Mr. Krupesh Kulkarni : +91-8800907637

#### **Alternate Contact Numbers**

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

#### **Contact No. for other activities**

- Registration Help Desk : +91-11-49424365

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

- e-procurement queries : +91-11-49424365

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

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

## Downloading of Tender Document

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

Only those tender offers shall be accepted for evaluation for which Earnest Money Deposit (EMD)/Exemption Certificate is deposited as per the terms mentioned in this Tender.

## Preparation & Submission of Bids

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

## Do's and Don't for Bidder

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

## Guidelines to Bidders for Electronic Tendering System

### Pre-requisites to participate in the Tenders

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

The bidders unregistered on e-procurement portal of Bank of Baroda and interested in participating in the e-tendering process shall be required to enrol/register on the e-

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

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

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

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

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

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

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

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

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

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

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

- **Operating System Requirement**

Windows 7 & above

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

Microsoft Internet Explorer (IE) version 9 and above

Mozilla Firefox - Latest version

Google Chrome - Latest version

- **Browser settings**

1. Disable the 'Popup Blocker' in the browser under Tools. Make sure this is in 'Turn Off'mode.
2. Add the e-procurement domain name in the 'Compatibility View' list of your browser Turn off the 'Smart Screen Filter' in the browser.

- **Supported File Types**

1. General Documents such as DOC, XLS, JPG, BMP, GIF, PNG, PDF, ZIP formats are allowed
2. Files with .EXE, .PSD extensions are not allowed
3. File size not to exceed 5 MB per attachment
4. All uploaded files should be virus free and error free

- **Minimum System Configuration**

1. CPU speed of 2.0 GHz
2. USB Ports
3. 2 GB of System Memory (RAM)
4. Anti-virus software should be enabled and updated regularly

- **Requirement of utility software**

1. Java Run Time Engine (JRE – 1.8.0) or higher.
2. Microsoft Office 2003 with MS Word and MS Excel
3. Adobe Acrobat Reader, PKI Installation Driver for Digital Signature

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

### Online viewing of Detailed Notice Inviting Tenders

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

### Download of Tender Documents

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

### **Online Submission of Tender**

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

### **Close for Bidding**

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

### **Online Final Confirmation**

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

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

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

### **Opening of the Commercial Bids**

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

### **Tender Schedule (Key Dates)**

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

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

### **Important Points:**

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

a. The bidder may modify bids before the deadline for Online Submission of Tender as per Time Schedule mentioned in the Tender documents.

b. This stage will be applicable during Pre-bid / Pre-qualification and Financial Bidding Processes.

Steps by step detailed Vendor Manual are available on homepage under Support section related to activities like Java Settings, Registration, Login Process, Tender Participation, Bid Download, upload & Submission, Corrigendum/Addendum, Clarifications, Re-submissions





etc. on e-procurement portal i.e. [www.tenderwizard.com/BOB](http://www.tenderwizard.com/BOB)

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

## SECTION -V

### APPENDIX TO FORM OF OFFER - ANNEXURE 1

Ref.: to Clauses in conditions herein before referred to

<b>Sr. No.</b>	<b>Description of Work:</b>	<b><u>TENDER FOR SITC OF UPS FOR BANK OF BARODA AT 6TH FLOOR, WING – B, KOHINOOR SQUARE IT PARK, N. C. KELKAR MARG, SHIVAJI PARK, DADAR-WEST, MUMBAI-400 028.</u></b>
1.	Name of Employer	BANK OF BARODA
2.	Time allowed for execution of work	<b>1 MONTH</b>
3.	Cost of Tender Document	Nil
8.	Validity of the Tender	120 days from the date of submission / as may be extended
9.	Retention Money	2% of the accepted tender cost. If the vendor agrees to pay 10% of contract value in form of performance bank guarantee, then no retention money shall be kept.
10.	Period of Commencement	Immediate effect from the date of work order or the date of instruction for taking possession of site, whichever is later.
11.	Amount of liquidated damages for delay.	1 % of the Contract value per week subject to maximum of 10% of contract value.
12.	Defects liability period.	12 months from the date of virtual completion certificate issued by Architect/Bank. Other guarantee/warrantee etc. shall be as per tender terms and conditions.
13.	Interval of interim bills.	Every month/ as per minimum bill amount whichever is earlier
14.	Minimum Gross Amount of Interim Bill.	Rs. 15 Lac
15.	Period of certification of interim bills by Architect	15 working days after submission of Bill along with measurement sheets by Contractor
16.	Period of certification of final bills by Architect.	30 working days after submission of Bill along with measurement sheets & “as built” drawings by Contractor.
17.	Time within which payment to be made after certificate.	75% of the net payment to be released within 20 working days from date of receipt of Architect’s certificate along with R.A. Bill Certificate (Annexure-I) jointly signed by (Contractor, Architect and Bank’s Engineer/P&E officer and Bills, Measurement Sheet/M.B. Balance 25% to be released after 25 working days from date of receipt of Architect’s certificate and R.A. Bill certificate jointly signed by Contractor, Architect and Bank’s Engineer/P&E officer. No interest is payable on any delayed payment in any circumstances by Bank whatsoever reason.

18.	Secured Advance against supply of material on site	75% of basic cost or 60% of item rate whichever is less. Secured advance will be given over cement, steel tile and non-perishable items only.
19.	Performance Guarantee (Bank Guarantee - Non Perishable)	Performance Guarantee: <b>10%</b> of Contract Amount to be submitted as Bank Guarantee within 21s days of receipt of Letter of Award (valid up to completion period of the contract/extended period if permitted). No extra charge is payable on extension of BG by Bank. This Performance Guarantee shall be refunded within 21 days of the issue of Virtual completion Certificate (Taking Over Certificate with a list of Defects) as per tender terms and conditions.
20.	Escalation for Material & Labour & work	No escalation/PVA is applicable .The Rates will be remain firm till handing over the site/completed building from date of commencement of work.
21.	Release of Total Security Deposit (EMD, ISD & Retention Money) :-	<p>“50% of the Total Security Deposit (EMD,ISD&amp; Retention Money) shall be refunded to the contractor on”:</p> <p>s</p> <p>i) Issue of Virtual Completion Certificate by the Architects as per tender terms &amp; condition ii) Contractor’s removal of his materials, equipment, labour force, temporary sheds/ stores etc. from the site, (excepting for a small presence required if any for the Defect Liability Period and approved by the Bank.). The remaining 50% of the amount shall be refunded <b>21 (twenty one)</b> days after the end of defects liability period provided he has satisfactorily carried out all the works and attended to all defects in accordance with the conditions of the contract, including site clearance.</p> <p>ii) On submission of new performance Bank guarantee for DLP of 1 years having 3 months grace period having value of 5% of total executed work value for release of 10 % of performance Bank guarantee</p>
22.	Insurance	CAR Policy (in joint name with Bank as the first party) <b>within 20 days</b> of receipt of Letter of Award (valid up to completion period of the contract/extended period if permitted).Details of Policies is given in annexure. No extra charge is payable on extension of Insurance by Bank.
23	Test certificate/reports of materials & Mix Design	Contractor has to submit: i) Satisfactory Test certificates/reports (as per relevant IS code) of materials (including cement, coarse aggregates, fine aggregates, steel etc. of makes mentioned in tender) are to be used at site have to be submitted to our office from a reputed

		<p>(govt./govt. university) authorized testing lab <b>before its utilization/consumption</b> at site.</p> <p>ii) all other test/manufacture's certificates are to be submitted as per tender terms and conditions. Failing which, Bank may take strict action as per tender terms &amp; condition.</p>
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## SECTION VI

### ARTICLES OF AGREEMENT

(On Non-Judicial stamp paper of Rs. 500/-)

ARTICLE OF AGREEMENT made on this ..... day of \_\_\_\_\_ Two Thousand Twenty one BETWEEN the Bank of Baroda, ..... hereinafter called "Employer/Bank/BOB" (which expression shall include its successors and assigns wherever the context or meaning shall so require or permit) of the one part and

\_\_\_\_\_ hereinafter called the "Contractor" (which expression shall include its successors and assigns wherever the context or meaning shall so require or permit) of the other part.

WHEREAS the Employer is desirous of carrying out Refurbishment Work including Furnishing, Air Conditioning, Electrical and allied works at 14th Floor, Wing – B, Kohinoor Square It Park, N. C. Kelkar Marg, Shivaji Park, Dadar-West, Mumbai-400 028.

AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth herein and to the conditions set forth in the special conditions and in the Bill of Quantities and General Conditions of Contract (all of which are collectively hereinafter referred to as "The said terms & conditions") the works, shown upon the said drawings and or described in the said specifications and included in the said bill of quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (herein after referred to as the said "Contract Value").

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said Contract Value to be paid at the times and in the manner set forth in the said terms & conditions, the contractor shall upon and subject to the said terms & conditions execute and complete the works shown on the said drawings, and described in the specifications and / or bill of quantities.
2. The Employer shall pay the contractor The Said Contract Value or such other sum as shall become payable at times and in the manner specified in the said terms & conditions.
3. The said terms & conditions and Appendices thereto shall be read and construed as forming part of this Agreement and the parties hereto shall respectively abide by submit themselves to the said terms & conditions and perform the agreements on their part respectively in the said terms & conditions contained.
4. This Contract is neither a fixed Lump sum Contract nor a Piece Work Contract but is a Contract to carry out the work in respect of the entire work as defined in the contract documents to be paid for according to actual measured quantities at the rates contained in the bill of quantities or as provided in the said Contract documents.
5. The Contractor shall afford every reasonable facility for the carrying out of all works relating to Interior Decoration Works comprising interior finishing and furniture work in the manner laid down in the said terms & conditions.



6. The Employer reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.
7. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work within given date in tender for date of issue of Acceptance letter or the date of handing over of site whichever is later as provided for in the said terms & conditions to complete the entire work within **1 Months** subject nevertheless to the provisions for extension of time.
8. All payments by the Employer under this contract will be made at Baroda Corporate Centre, BKC, Mumbai.
9. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Mumbai and only courts in Mumbai shall have jurisdiction to determine the same.
10. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor. The Contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the engineer.

IN WITNESS WHEREOF THE Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written. (If the contractor is a partnership or an individual).

IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates / has caused these presents and the said two duplicates hereof to be executed on its behalf, the place, day, month and year first hereinabove written (If the contractor is a Company).

Signature Clause.

SIGNED AND DELIVERED by the

Bank of Baroda by the hand of

Shri \_\_\_\_\_

(Name and Designation)

in the presence of

(i) \_\_\_\_\_



Address \_\_\_\_\_

(2) \_\_\_\_\_

Address \_\_\_\_\_

Witness

SIGNED AND DELIVERED by----

-----

(If the party is a partnership firm or an Individual should be signed by all or On behalf of all the partners.)

in the presence of

(i) \_\_\_\_\_

Address \_\_\_\_\_

(2) \_\_\_\_\_

Address \_\_\_\_\_

Witness

The COMMON SEAL OF CONTRACTOR

was hereunto affixed pursuant to

the resolutions passed by its

Board of Directors at the meeting on -----in the

presence of Association)

-----

(If the contractor signs under its common

seal the signature clause should tally with held the sealing clause in the Articles of



(1)-----

(2)-----

Directors who have signed these

presents in token thereof in the

presence of

(1)-----

(2)-----.

SIGNED AND DELIVERED BY the

Contractor by the hand of

Shri \_\_\_\_\_

and duly constituted attorney

(If the contractor is signing by the hand

of power of attorney whether a company

or individual.)



## SECTION -VII

### GENERAL CONDITIONS OF CONTRACT

#### 1. Definitions & Interpretations

In construing these conditions, the Specifications, Bill of quantities and Contract Agreement etc. the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires.

##### 1.2 (i)

a) "**Employer**" / "**Owner**" means **Bank of Baroda. (BOB)** a Corporate Body constituted under Banking and Companies (Acquisition and Transfers of Undertaking) Act 1970 and having its Head Office at Mandvi, Vadodara with its Corporate Office office at Mumbai. The Project shall be executed under :

**The General Manager & Head  
Facilities Management & COA  
Baroda Corporate Centre,  
C-26,G Block, BKC,  
Bandra-East ,Mumbai 400051**

"**Architect**" means. Consulting Architect \_\_\_\_\_, ARCHITECTS  
MUMBAI-

**M:** \_\_\_\_\_ and their authorized nominees & representatives or such other firms / persons, as shall be nominated by the Employer.

f

(ii) "**Contractor**" shall mean: -

a) In the case of a Partnership firm :- ----- and ----- trading as partners in the name and style of ----- and having a place of business at ----- and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.

b) In the case of individual Contractor :- Shri \_\_\_\_\_ trading in the name and style of \_\_\_\_\_ and shall include his heirs, successors & legal successors & legal representatives.

c) In the case of Company :- \_\_\_\_\_ a company incorporated under

\_\_\_\_\_ 20\_\_ and having its registered office at \_\_\_\_\_ and office at \_\_\_\_\_ and shall include its successors and assignee.

- (iii) **"Site"** shall mean the site of the contract works including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.
- (iv) **"Contract"** shall mean the following documents, all duly signed, collective in that order of precedence.
- a) Articles of Agreement
  - b) Letter of acceptance of Tender / Award of Work
  - c) The Bid including Appendix to Bid, Addendum if any
  - d) Special Conditions of Contract
  - e) General Conditions of Contract
  - f) Priced Bill of Quantities
- g) Technical Specifications (including any further instructions by Architect/Employer / EIC during construction work)
- h) Drawings (Tender drawings / Working drawings issued during construction)
- (v) **"Notice in writing" or "written notice"** shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- (vi) **"Act of Insolvency"** shall mean any Act of Insolvency as defined by the Presidency Towns insolvency Act, or the Provincial Insolvency Act or any Act amending such original.

- (vii) **"Net Prices"** : If in arriving at the contract amount, the Contractor shall have added to or deducted from the total amount of the items in the Tender any sum, either as a percentage or other wise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item and similar percentage or proportionate sum provided always that in determining the percentage or proportion of the sum so added or deducted by the Contractor, the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.
- (viii) **"Works"** means the permanent works described in the "Scope of Work" and / or to be executed in accordance with the Contract and includes materials, apparatus, equipment, temporary supports, fittings and things of all kinds to be provided, the obligations of the Contractor hereunder and work to be done by the Contractor under the contract.
- (ix) **"Drawings"** means the drawings prepared by the Interior Designers and issued by the Architect/Employer-in-Charge / Architect/Employer & referred to in the Specifications and any modification of such drawings and such other drawings as may be issued by the Architect/Employer from time to time.
- (x) **"Bill of Quantities"** means the Schedule and Quantities of items, materials & rates, summaries, etc. as finally accepted.
- (xi) **"Specification"** means the specifications given in these documents including relevant Indian standard specification where so required and where such a specification is not available, specifications will be provided and approved by the Architect/Employer.
- (xii) **"Temporary Works"** means all temporary works of every kind required in or about the execution, completion or maintenance of the works.
- (xiii) **"Materials"** means the materials, apparatus, equipments, fittings, fixtures and all such other material which are incorporated in the 'work'.
- (xiv) **"Virtual Completion of the Works"** means the completion of the whole of the works substantially in all respects as evidenced by issuance of a Certificate of Completion by the Architect/Employer-in-Charge / Architect/Employer.
- (xv) **"Period of Maintenance / Defect Liability Period"** shall mean the period of 365 (Three hundred Sixty Five) days calculated from the date of virtual completion of the works as certified by the Architect/Employer-in-Charge / Architect/Employer.

- (xvi) **"Urgent Works"** means any urgent works, which in the opinion of the Architect/Employer-In-Charge / Architect/Employer becomes necessary at the time of execution and / or during the progress of work to obviate any risk of accident or failure or to obviate any risk of damage to the structure or services or required to accelerate the progress of work for which becomes necessary for safety and security or for any other reason, the Architect/Employer / Employer may find it necessary.
- (xvii) **"Market Rate"** means the rate as decided by the Architect/Employer-in-Charge / Architect/Employer on the basis of cost of materials at site inclusive of any tax, duty, octroi etc. at the time of execution of work.
- (xviii) **"Approved"** means approved in writing; "Approval" means approval in writing.
- (xix) **"Month"** means calendar month.
- (xx) **"Week"** means seven consecutive calendar days.
- (xxi) **"Day"** means a calendar day beginning and ending at 00 Hours and 24 hours respectively,
- (xxii) **"Contract Value / Tender Value"** means the total value of the tender as accepted by the Employer.
- (xxiii) **Interpretations / Marginal Note / Heading / Catch Lines.**

The Marginal Notes, Headings and in the catch lines hereto and in the annexures hereto are meant only for convenience of reference and shall not in any way be taken into account in the interpretation of these presents and the annexures hereto. The Contractor will have to carry out and complete the said work in every respect in accordance with this contract

Words imparting the singular only also include the plural and vice versa where the context requires

## 2. **Language and Law**

The language in which the Contract documents shall be drawn up shall be English only and the law governing the Contract is the law of Union of India.

## 3. **Errors, Omissions and Discrepancies**

In all cases of errors, omissions and / or doubts or discrepancies in any of the items or specifications, a reference shall be made to the Architect/Employer whose elucidation, elaboration or decision shall be considered as authentic. The

Contractor shall be held responsible for any error that may occur in the work through lack of such reference and precaution.

#### 4. **Scope of Contract**

The Contract comprises the construction, completion and maintenance of the works and except in so far as the Contract otherwise stipulates the provision of all labour, materials, constructional plant, machinery temporary works and everything whether of a temporary or permanent nature required in and for such construction, completion and maintenance so far as necessary for providing the same as specified in or reasonably to be inferred from the Contract.

#### 5. (i) **Letter of Acceptance / Award**

Before signing of the Contract, the Employer shall issue by registered post or by otherwise depositing at the registered office of the Contractor, Letter of Acceptance / Award to enter into a Contract with the Contractor for the execution of the works in accordance with the contract. Until a formal contract agreement is prepared and executed, the tender documents i.e. Volume I, II, III & set of drawings together with the relevant correspondence exchanged from receipt of the tender to acceptance and together with the Employer's letter of Acceptance / Award shall constitute a binding contract between the parties.

#### (ii) **Contract Agreement**

On receipt of intimation from the Employer of the acceptance of his / their tender, the successful tenderer shall be bound to implement the contract & within seven **days thereof**, the successful tenderer shall sign an agreement in accordance with the draft agreement. The Contract shall be executed in quadruplicate and the Employer, the ARCHITECT and the Contractor shall be entitled to one executed copy each for their use.

#### (iii) **Commencement of Work**

Contractor shall commence the work within 14 days from the date of issue of the Acceptance Letter / Work Order issued to the Contractor or the date of handing over of site whichever is later.

#### (iv) **Possession of Site**

Save in so far as the Contract may prescribe the extent of portions of the Site of which the Contractor is to be given possession from time to time and the order in which such portions shall be made available to him and subject to any requirement in the Contract as to the order in which the Works shall be executed, the Employer will within 7 days from the date of issue of acceptance letter / work order give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed with the programme and otherwise in accordance with such reasonable proposals of the Contractor as he shall, by notice in writing to the Architect/Employer, make and will from time to time as the Works proceed give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with the construction of the Works in accordance with the said programme or proposals (as the case may be).

If the Contractor suffers delay or incurs expense from failure on the part of the Employer to give possession in accordance with the terms of this clause the EIC shall grant an extension of time for the completion of the works on approval from Employer.

(v) **Wayleaves, etc.**

The Contractor shall bear all expenses and charges for special or temporary wayleaves required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional accommodation outside the Site required by him for the purpose of the Works.

6. **Custody of Drawings & Specifications**

The Contractor will be given free of cost two copies of Drawings during the progress of the works. Any further copies of such Drawings required by the Contractor shall be obtained by him from the Architect/Employer on payment of necessary charges to be fixed by the Interior Designer. The Contractor shall keep one copy of all Drawings at the works site and the Architect/Employer/ ARCHITECT shall at all reasonable time have access to the same. Before the issue of the final certificate to the Contractor, he shall forthwith return to the Employer all Drawings and Specifications. No drawings shall be taken as in itself an order for execution unless, in addition to the Interior Designer signature, it is marked "Fit for Construction" by ARCHITECT.

7. **Disruption of Progress**

The Contractor shall give adequate but not less than 4 weeks of time written notice to the Architect/Employer whenever planning or progress of the Works is likely to be delayed or disrupted unless any further drawing or order, including a direction, instruction or approval, is required to be issued by the Architect/Employer. The notice shall include details of the drawing or order required explaining why and by when it is required and of any delay or disruption likely to be suffered if it is late.

8. **Further Drawings and Instructions**

The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Employer / ARCHITECT. The Architect/Employer may in his absolute discretion or in consultation with Architect/Employer and from time to time issue further drawings and / or written instructions, details, directions and explanations which are hereafter collectively referred to as "Architect/Employer's Instructions" in regard to:-

- (a) The variation or modification of the design, quality or quantity of items of works or the addition or omission or substitution of any item
- (b) Any discrepancy in the Drawings or between the Bill of Quantities and / or Drawings and / or Specification.
- (c) The removal from the site of any material brought thereon by the Contractor and the substitution of any other material therefore.
- (d) The removal and / or re-execution of any works executed by the Contractor.

- (e) The dismissal from the works of any persons employed thereupon.
- (f) The opening up for inspection of any work covered up.
- (g) The amending and making good of any defects.

The Contractor shall forthwith comply with and duly execute any work comprised such Architect/Employer's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representative upon the works by the Architect/Employer shall, if involving a variation, be confirmed in writing by the Contractor within three days & if not dissented from in writing within a further three days by the Architect/Employer, such shall be deemed to be Architect/Employer's instructions within the scope of the Contract.

#### 9. **Contractor's General Responsibilities**

The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Bill of Quantities and Specifications taken together with whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Bill of Quantities and Specifications, he shall immediately and in writing refer the same to the Architect/Employer.

The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the Bill of Quantities and rates. Instructions in respect of such additional items and their quantities will be issued in writing by the Architect/Employer on approval from Employer.

The Contractor must co-operate with the other contractors appointed by the Employer so that the work shall proceed smoothly to the satisfaction of the Architect/Employer.

The Contractor must bear in mind that all the work shall be carried out strictly in accordance with the Specifications as given in these documents and also in compliance of the requirements of the local public authorities and to the requirements / satisfaction / direction of the Architect/Employer and no deviation on any account will be permitted.

The Contractor shall have to use materials from the makes / manufacturers specified in the list of materials of approved brand and / or manufacture contained in contract documents and as approved by Architect/Employer in Consultation with Employer.

#### 10. **Safety of Site Operations**

The Contractor shall take full responsibility for the safety, stability and adequacy of all site operations and methods of construction including all temporary works, provided that the Contractor shall not be responsible, except as may be expressly provided in the Contract, for the design or specification of the permanent works.

The integration of MEPF services above and below false ceiling shall be co-operated / co-related during the execution of the work and final integration drawing incorporating all services shall be prepared by the Architect before and after

undertaking interior decoration/ furnishing and furniture work.

11. **Watching & Lighting**

The Contractor shall in connection with the Works provide and maintain at his own cost adequate lights, guards, fencing, warning signs and watch & ward staff when and where necessary or as directed by the Architect/Employer or as directed by duly constituted authority for the protection of the works or for the safety and convenience of the public or pilferage of materials from site

12. **Care of Works**

From the commencement to the certified completion of the whole of Works, the contractor shall take full responsibility for the care thereof and of all Temporary Works and in case any damage loss or injury shall happen to the works or to any part thereof or to any Temporary Works from any cause whatsoever.

The Contractor shall at his own cost repair and make good the same so that on completion, the works shall be in good order and condition and in conformity to every respect with the requirements of the Contract and the Architect/Employer's instructions. The Contractor shall also be liable for any damage to the Works occasioned by him including his subcontractors in the course of any operations carried out by him for the purpose of completing any outstanding work and complying with his obligations under **Clause no. 36** hereof. The Contractor shall indemnify the Employer from all risks on this account.

13. (i) **Contractor's Senior Representative for Execution & Co-ordination of Works**

The Contractor shall have on site at all times during working hours throughout the course of the Contract at least one competent senior representative who shall be empowered to make decisions binding on the Contractor in respect of all matters likely to arise in connection with the execution & coordination of the Works at site and shall keep the Architect/Employer and the Employer informed at all times about the name and designation of such representative.

Any directions, explanations, instructions or notices given by the Architect/Employer to such representative shall be held to be given to the Contractor.

(ii) **Contractor's Employees**

The Contractor shall provide and employ after approval from the Architect/Employer on the site in connection with the execution, completion and maintenance of the Works all Employed staff / Technical assistants are qualified, skilled and experienced in their respective trades, foremen and leading hands as are competent to give proper supervision, ensuring quality & output to the work they are required to supervise, and also such skilled, semi-skilled and unskilled labour as are necessary for the proper and timely execution, completion and maintenance of the works.

(iii) **Removal of Contractor's Employee**



The Contractor shall on the direction of the Architect/Employer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Architect/Employer, be incompetent or misconduct himself and such person shall not be again employed on the works without the permission of the Architect/Employer.

(iv) **Unauthorized Persons**

No unauthorized persons are to be allowed on the site. The Contractor shall instruct all such persons to keep out and shall take steps to prevent trespassing.

14. **Compliance with Statutes, Regulations, Etc.**

The Contractor shall conform to the provisions of any Act of the legislature relating to the works and to the regulations and bye-laws of any authority, and of any water, electric supply and other companies and / or authorities with whose systems the structure is proposed to be connected, and shall, before making any variations from the Drawings or Specifications that may be necessitated by so regulations, give to the Architect/Employer written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case, the Contractor shall not within ten days of submission of such notice, receive such instructions, he shall proceed with the work conforming to the provisions, regulations, or bye-laws in question, and any variation so necessitated shall be dealt with under **Clause no. 29** thereof.

The Contractor shall bring to the attention of the Architect/Employer all notices required for execution by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority, or to any public office all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Architect/Employer.

15. **Setting Out**

The Contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works or within the defects liability period the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Architect/Employer.

16. (i) **Quality of Materials & Workmanship & Test**

All materials and workmanship shall be the best of the respective kinds described in the Contract and in accordance with the Architect/Employer's instructions and shall be subjected from time to time to such tests as the Architect/Employer may direct at the place of manufacture or fabrication or on the Site or at Government recognized / any approved testing laboratory

The Contractor shall upon the instruction of the Architect/Employer furnish him with documentation to prove that the materials and goods comply with the requirements of contract and for requirement stated above. The Architect/Employer may issue instruction in regard to removal of material from site or any work, if these are not in accordance with the Contract. The Contractor shall provide such assistance instruments, machinery, labour and materials as are normally required for examining, measuring, sampling and testing any material or

part of work before incorporation in the Works for testing as may be selected and required by the Architect/Employer.

(ii) **Samples**

All samples of adequate numbers, sizes, shades & pattern as per specification shall be supplied by the Contractor without any extra charge. Apart from adhering to any special provision made in the specifications regarding submission of samples the contractor shall provide to the Architect/Employer samples along with the detailed literature of all materials he proposes to use in the building irrespective of the fact that a specific make / material might have been stipulated at least before 90 days of their incorporation in work. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site, detailed literature / test certificate of the same shall be provided instead to the satisfaction of the Architect/Employer. Before submitting the samples / literature the contractor shall satisfy himself that the material / equipment for which he is submitting the samples / literature meet with the requirement of the specification. The Architect/Employer shall check the samples and give his comments and / or approval to the same. Only when the samples are approved in writing by the Architect/Employer, the contractor shall proceed with the procurement and installation of the particular material / equipment. The approved samples shall be signed by the Architect/Employer for identification and shall be kept on record at site office until the completion and acceptance of the work and shall be available at the site for inspection / comparison at any time. The contractor shall keep with him a duplicate of such samples to enable him to process the matter.

For items of work where the samples are to be made at the site, the same procedure shall be followed. All such samples shall be prepared at a place where it can be left undisturbed until the completion of the project.

The Architect/Employer shall communicate his comments / approval to the Contractor to the samples at his earliest convenience. Any delay that might occur in approving of the samples for reasons of its not meeting with the specifications or other discrepancies, inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials / equipments, etc. shall be to the account of the contractor. In this respect the decision of the Architect/Employer shall be final.

On delivery of the supplies of materials / equipment for permanent works at the site, the contractor shall specifically arrange to get the supply inspected by the Architect/Employer and compared with the approved sample and his specific approval obtained before using the same in the work.

(iii) **Inspection & Testing during Manufacture**

The Architect/Employer shall be entitled during manufacture to inspect, examine and test on the Contractor's premises during working hours the materials and workmanship and check the progress of manufacture of all fabrication materials to be supplied under the Contract, and if part of the said materials is being manufactured on other premises the Contractor shall obtain for the Architect/Employer permission to inspect, examine and test as if the said Plant were being manufactured on the Contractors premises. Such inspection, examination or testing if made shall not relieve the Contractor from any obligation under the Contract.

(iv) **Dates for Inspection & Testing**

The Contractor shall agree with the Architect/Employer the date on and the place at which any plant / works will be ready for testing as provided in the Contract and unless the Architect/Employer shall attend at the place so named on the date agreed the Contractor may proceed with the tests, which shall be deemed to have been made in the Architect/Employer's presence, and shall forthwith forward to the Architect/Employer duly certified copies of the test readings. The Architect/Employer shall give the Contractor 24 hours notice in writing of his intention to attend the tests.

(v) **Facilities for Testing at Manufacturer's Works**

Where the Contract provides for tests on the premises of the Contractor or of any sub-contractor the Contractor shall provide such assistance, labour, materials, electricity, fuel, stores, apparatus and instruments as may be requisite and as may be reasonably demanded to carry out such tests efficiently.

(vi) **Certificate of Testing**

As and when fabrication materials shall pass the tests referred in this, the Architect/Employer shall furnish to the Contractor a certificate in writing to that effect.

(vii) **Rejection**

If as a result of such inspection, examination or test of the works the Architect/Employer shall decide that such material is defective or not in accordance with the Contract he shall notify the Contractor accordingly stating in writing his objection and reasons therefore. The Contractor shall with all speed make good the defect or ensure that the material complies with the Contract. Thereafter, if required by the Architect/Employer, the tests shall be repeated under the same terms and conditions and that all reasonable expenses to which the Employer may be put by the repetition of the tests shall be deducted from the Contract Sum.

(viii) **Delivery of Materials & Equipment**

Unless the Architect/Employer shall otherwise direct, no material shall be delivered to site until the Architect/Employer shall have issued, in respect of such material, a certificate under **Clause no. 17** above. Likewise Fabrication Materials or Contractor's Equipment shall be delivered to Site only upon an authorization in writing applied for and obtained by the Contractor from the Architect/Employer.

The Contractor shall be responsible for the reception on site of all Materials and Contractor's Equipment delivered for the purposes of the Contract.

(ix) **Inspection & Testing and Re inspection & Retesting**

All deficiencies revealed by testing and inspection shall be rectified by the Contractor at his own expense and to the satisfaction and approval of the Architect/Employer. Rectified components shall be subject to retesting and re-inspection.

(x) **Inspection Reports**

The Contractor shall provide the Architect/Employer with 3 copies of reports of all inspections and tests.

(xi) **Cost of Tests**

The cost of making any test shall be borne by the Contractor if such test is intended by or provided for in the Specification or Bill of Quantities or required as per standard practice of the trade / BIS and as advised by the Architect/ Employer .

(xii) **Costs of Tests not provided for, etc.**

If any test is ordered by the Architect/Employer which is either

- (a) not so intended by or provided for or not required as per standard practice / BIS.
- (b) (in the cases above mentioned) is not so particularized, or
- (c) though so intended or provided for but ordered by the Architect/Employer to be carried out by an independent person authorized by Architect/Employer at any place other than the site or the place of manufacture / fabrication and shows the materials, plants not to be in accordance with the provision of contract then the cost of such test shall be borne by the Contractor.

24. **Quantities and Variation**

- i) The Bill of Quantities (BOQ), unless otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurement and quantities in B.O.Q. are to be considered as estimated and not accurate. The rates quoted shall remain valid for variation of quantity against each individual item by + 25%.
- ii) Variation Exceeding 25% of Tender Quantity : When the quantity of any item varies by + 25% of Tender Quantity, the rate for such item of works will be determined on the basis Cl. No. 29 (c) hereof or as decided by the Employer / EIC. No compensation for deletion or non-execution of item will be considered.

26. **Claims for additional expenses**

The Contractor shall send to the Architect/Employer once in every month an account giving particulars as complete

and fully detailed as required of all claims for any additional expenses, to which the Contractor may consider himself entitled and of all extra or additional / substituted work ordered by the Architect/Employer which he has executed during the preceding month subject of provisions under relevant clauses of contract hereof, and no claim for payment for any such work will be considered which has not been included in such particulars. Provided always that the Architect/Employer shall be entitled to authorize payment to be made for any such work notwithstanding the Contractor's failure to comply with this condition, if the Contractor has, at the earliest practicable opportunity notified the Architect/Employer in writing that he intends to make a claim for such work and thereafter send complete and detailed particulars of the claim to the Architect/Employer as directed by the Architect/Employer but not later than 10 days from the date of notification of his claim.

## 27. Variations

Any alteration, omission or variation ordered in writing by the Architect/Employer shall not vitiate this contract. In case the Architect/Employer / EIC think proper at any time during the progress of the works to make any alterations in, or additions to or omissions from, the works or any alteration in the kind or quality of the materials to be used therein, the Architect/Employer shall give notice thereof in writing to the Contractor or shall confirm in writing within seven days of giving any such oral instructions. The Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, stipulations, Specification or Contract Drawings without the previous consent in writing of the Architect/Employer and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Architect/Employer in accordance with the provisions of **Clause no. 29** hereof, and the same shall be added to or deducted from the Contract value, as the case may be.

## 28. Valuation of Variations

No claim for an extra shall be allowed unless it shall have been executed under authority of the Architect/Employer with the concurrence of the Employer as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

- (a) Rates for all extra items, wherever possible, should be derived out of the accepted tender rates. The accepted net rates or prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein.
- (b) Where the extra works are not of similar character and / or not executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor shall within 7 days of the date of receipt of order to carry out the work, inform the Architect/Employer of the rate which he intends to charge for such items of work, supported by analysis of the rate or rates claimed and the Architect/Employer shall fix such rate or prices as in the circumstances in his opinion are reasonable and proper, based on the verification of market rate.
- (c) It is further clarified that for all such authorized extra items where rates cannot be derived from accepted tender rates, the Contractors shall submit rates supported by rate analysis worked on the "market rate basis", for material including all taxes, octroi and delivery at site, labour, hire / running charges of equipment and wastages

etc. plus 20% towards establishment charges including water & electricity, contractor's overheads & profit, work contract tax, or like. **GST will be paid extra as per the prevailing statutory norms.** In case of variation in items of works, which are subcontracted to specialist agencies, specialist agencies' profit and overhead is deemed to be included in above stated 20%. **Items derived from market rates shall not be eligible for escalation.**

The measurement and valuation in respect of the Contract shall be completed within the "Period of Final Measurement" stated in the Appendix.

## 29. Security Deposit / Retention Money

For due fulfillment of the contract by the Contractor, 8% of the value of each Interim Bill will be retained by the Employer towards Retention Money until the total Security Deposit including Initial Security Deposit amounts to 5% of the Contract Value or Actual Value of work whichever is higher. 50% of the security deposit shall be released to the contractor after issue of virtual completion certificate and balance 50% on issue of "No Dues Certificate" as per **Clause no 35**. The amounts retained by the Employer shall not bear any interest.

All compensation or other sums of money payable by the Contractor to the Employer under the terms of this contract may be deducted from the security deposit if the amount so permits and the Contractor shall, unless such deposit has become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.

The security deposit of the contractor will be forfeited if he fails to comply with any of the conditions of the contract

### (ii) Interim Bill

(a) The Contractor shall be paid by the Employer from time to time by installments under Interim Certificate to be issued by the Architect/Employer to the Contractor on account of the works executed when in the opinion of the Architect/Employer, work to the approximate value named in the Appendix to Form of Tender "Minimum value of Work for Interim Certificate" (or less at the sole discretion of the Architect/Employer / Employer) has been executed in accordance with this contract, subject to a retention of the percentage of such value named in the Appendix to form of tender hereto as 'Retention Percentage for Interim Certificates' until the total amount retained shall reach the sum named in the Appendix to form of tender as 'Security Deposit'.

b) The contractor shall generally be paid one Interim bill in a month satisfying the minimum value of work, which shall include work done and secured advance against material. If in the opinion of the Architect/Employer the progress of the work warrants a second payment in a month, the same shall be so arranged by the Employer.

c) After submission of bill along with complete information, vouchers, etc. to the satisfaction of the Architect/Employer and after making necessary deductions toward Income Tax, Work Contract Tax and other recoveries deductible at source, the bill will be paid as follows:

i) An adhoc payment of 75% of the value of work done as assessed by the Architect/Employer and vetted by EIC/ Interior Designer shall be released within 7 working days by the Employer, after certification by the Architect/Employer/ Interior Designer who

will certify within reasonable period from submission of Bill with necessary vouchers, documents etc.

ii) Balance amount shall be certified by the Architect/Employer/ Interior Designer on submission of bill and payment shall be released by the Employer within 15 working days of certificate receipt from the Architect/Employer/ Interior Designer.

- d) All Interim Bill payment shall be regarded as payment by way of advance against the final payment only & not as payment for the work actually done.
- e) All payments under this Clause will be released after due checking & verification by EIC/ Interior Designer.
- f) Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided, without prejudice to the right of the employer to take action under the terms of the contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

(iii) **Final Bill**

- a) The Contractor shall submit final bill within 60 days from the date of issue of virtual completion certificate with all relevant information and details, documents as-built drawing etc. complete.
- b) The Architect/Employer within 60 days of submission of the final bill, shall issue a certificate of payment against the final bill to the Employer / EIC who shall thereupon, within 60 days from the date of receipt of the certificate, shall release the balance payment to the contractor after effecting all recoveries, including advances and payments against interim certificates.
- (a) The Architect/Employer / EIC shall have power to withhold Certification if the works or any parts thereof are not being carried out to his satisfaction.
- (b) The Architect/Employer / EIC may by any Certificate make any correction in any previous Certificate, which shall have been issued by him.
- (c) No payment shall be made to the Contractor if the Contractor fails to insure the works and keep them insured till the issue of the Virtual Completion Certificate.

31. **Time for Completion**

The entire work is to be completed in all respects within **1 Month** from the Date of Commencement as stated in Appendix to "Form of Tender" or such extended time as may be allowed under **Clause no. 33** hereof. Time is the essence of the contract and shall be strictly observed by the contractor.

**If required in the contract or as directed by the Architect/Employer, the contractor shall complete certain portion of the work before the completion of the whole of the work. However the completion date for whole of the work shall not change for above.**

### 32. Extension of Time for Completion

- i. If the Contractor needs an extension of time for the completion of the work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion stipulated in the contract, the Contractor shall apply to the Employer for extension of time in writing at least 30 days before the expiry of the scheduled time and while applying for extension of time, Contractor shall furnish the reasons in detail and his justification, if any, for the delays.
- ii. If in the opinion of the Architect/Employer the works be delayed for reasons beyond the control of the contractor, the Architect/Employer with due consultation with Employer may make a fair and reasonable extension of time for completion of the contract works such time extension will be said as “Authorised Time Extension” which will not qualify for levy of liquidated damages.
- iii. If the works be delayed beyond the authorized time extension, the Architect/Employer with due consultation with Employer may allow extension of time for completion of contract works but with levy of Liquidated damage as stated under **Clause no. 37**.

**Further, the contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.**

- iv. The contractor shall be bound to extend validity of all insurance covers, Bank Guarantees till such period of completion as may be considered necessary at contract cost.

### 33. Virtual Completion Certificate

Virtual Completion of works means the completion of whole of the work substantially in all respects including all types of testing, obtaining all necessary statutory approvals and is fit for occupation. The works shall not be considered as completed until the Architect/Employer in Consultation with Employer has certified in writing that they have been virtually completed. The Defects Liability Period shall commence from the date of virtual completion as certified by the Architect/Employer.

### 34. Approval Only by No Dues Certificate

#### (i) Final Completion Certificate

On successful completion of entire works covered by the Contract to the full satisfaction of Employer / Architect, the Contractor shall ensure that the following works have been completed to the satisfaction of Architect/Employer : (a) clear the site of all scaffolding, wiring, pipes, surplus materials, Contractor's labour, equipment and machinery (b) demolish, dismantle and remove all Contractor's site offices and other temporary works, structures & constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the Contractor by the Owner and not incorporated in the permanent works (c) remove all rubbish, debris etc. from the site and the land allotted to Contractor and shall clear, level and dress, compact





the site as required and said land to the satisfaction of the Architect/Employer (*d*) shall put the Owner in undisputed custody and possession of the site and all land allotted by the Owner to the Contractor (*e*) All defects / imperfections have been attended & rectified to full satisfaction of the Architect/Employer during the Defect Liability Period.

Unless the Contractor shall have fulfilled the provisions of the clause, the works shall not be deemed to have been completed.

Upon the satisfactory fulfillment by Contractor as stated above, the Contractor shall be entitled to apply to the Architect/Employer for a Final Completion Certificate in respect of the entire work.

If the Architect/Employer is satisfied of the completion of the work relative to which the Completion Certificate has been sought, the Architect/Employer shall within 14 (fourteen) days of the receipt of the application for Completion Certificate, issue a Completion Certificate in respect of the works for which the Completion Certificate has been applied.

This issuance of a Completion Certificate shall be without prejudice to the Employer's rights and Contractor's liabilities under the Contract, including the Contractor's liability for the Defect Liability Period nor shall the issuance of a Completion Certificate in respect of the works or work at any site be construed as a waiver of any right or claim of the Employer against the Contractor in respect of work or the works at the site and in respect of which the Final Completion Certificate has been issued.

(ii) **No Dues Certificate**

The Contract shall remain valid and shall remain incomplete until no dues Certificate shall have been signed by the Architect/Employer and delivered to the Employer with a copy to the contractor. Such a certificate shall be given by the Architect/Employer within 30 days of completion of defects liability period (the last period to be considered if different periods to be considered if different parts of the work) or within 30 days from the date of payment of final bill whichever is later.

35. **Defect Liability Period**

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 365 days after the date of the virtual completion of the works as certified by the Architect/Employer, arising in the opinion of the Architect/Employer from materials or workmanship not in accordance with the contract, shall upon the direction in writing of the Architect/Employer, 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, settlements 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 or may be deducted by the Employer, upon the Architect/Employer's Certificate in writing, from any money due or that may become due to the Contractor, or the Employer may in lieu of such amending and making

good by the Contractor deduct from any monies due to the Contractor, a sum, to be determined by the Architect/Employer equivalent to the cost of amending such work and in the event of the amount retained under **Clause no. 30** hereof being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by any Specialist Agencies employed on the works who has been nominated or approved by the Architect/Employer, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this Clause and **Clause no. 23 (ii)** hereof. The Contractor shall remain liable under the provisions of this Clause notwithstanding the signing of any certificate or the passing of any accounts, by the Architect/Employer. The Contractor will not be responsible for defects arising out of fair wear & tear & damage caused by Employer's personnel during the use of the building after being occupied.

36. **Liquidated Damages for Delay**

If the Contractor fails to complete the works by the period stated in the Appendix or within any authorized extended time under **Clause no. 33** hereof and the Architect/Employer with due Consultation with Employer certifies in writing that in his opinion the same ought to have been reasonably completed by the original completion date or authorized extended completion date, as the case may be, the Contractor shall pay the Employer the sum named in the Appendix to Form of Tender as "Liquidated Damages" for the period during which the said works shall so remain incomplete or the Employer may deduct such damages from any monies due to the Contractor.

37. (i) **Default of Contractor**

It the Contractor being an individual or a firm, commits any "Act of insolvency" or shall be adjudged as insolvent or being an incorporated Company shall have an order for compulsory winding up or applies for voluntary winding up or subject to the supervision of the court and of the official Assignee or the Liquidator in such acts of insolvency or winding up shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Architect / Employer that he is able to carry out and fulfill the Contract, and to give security therefore, if so required by the Architect / Employer

- i) Or if the contractor (whether an individual; firm or incorporated company) shall suffer execution to be issued, or shall suffer any payment under this contract. To be attached by or on behalf of any of the creditors of the Contract.
- ii) Or shall assign or sub-let the Contract without the consent in writing of the Architect / Interior Designer / Employer first obtained.
- iii) Or shall charge or encumber this Contract or any payments due or which might become due to the Contract or any payments due or which might become due to the Contractor there under.

Then in any of the said cases the Employer may not withstanding any previous waiver, after giving seven days notice in writing to the Contractor, determine the Contract but without thereby affecting the powers of the Interior Designer, or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if Contract has not been determined and as if the works subsequently executed had been

executed by or on behalf of the Contractor. And further, the Employer, may enter upon and take possession of the work and all plant, tools, scaffoldings, sheds, machinery, seam and other power utensils and material lying upon the premises or the adjoining lands or roads and use the same as his own property or may employ the same by means if his own servants and workmen carrying on and completing the works and the Contractor shall not in any way interrupt or to do any act, matter or things to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient, the Architect/Employer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of 14 days after receipt thereof by him the employer shall sell the same by public auction and shall give credit to the Contractor for the amount realized after deducting there from the costs of removal and sales by the Employer for the values of the said and the expenses or loss which the Employer shall have been put to in procuring the works to be completed and the amount, it any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer, to the Contractor, or, by the Contractor to the Employer, as the case may be, and the certificate of the Architect / Employer shall be final and conclusive between the parties. On termination of the contract, the contractor shall forthwith remove himself and his workmen from the works site.

(ii) **Default of Employer**

- a) If payment of the amount payable by the Employer under the Certificates of the Architect shall be in arrears and unpaid for 45 (forty five) days after notice in writing requiring payment of the amount shall have been given by the Contractor to the Employer, or the Employer commits any ‘Act of Insolvency’, or if the Employer being an individual or firm shall be adjudged insolvent or (being an incorporated company) shall have an order made against it or pass an effective resolution for winding up either compulsorily or subject to the supervision of the court or voluntarily, or if the official assignee of the Employer shall repudiate the contract, or if the official assignee or the liquidator in any such winding up fails within 15 (fifteen) days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Contractor that he is able to carry out and fulfill the Contract and to make all payments due, and to
- b) become due hereunder and if required by the Contractor, to give security for the same, or if the works be stopped for 3 (three) months under an order of the Architect/ or the Employer or by any injunction or other orders of any court of law, then and in any of the said cases the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer, through the Architect, and he shall be entitled to recover from the employer payment for all works executed and for any loss he may sustain upon any plant or material supplied or purchased or prepared for the purpose of the Contract.

In arriving at the amount of such payment, the net rates or prices quoted for Item rate work contained in the Contractor’s original tender shall be followed or where the same may not apply, valuation shall be made in accordance with Clause No. 29 (c) of GCC.

#### **40.1. On commencement for the work:-**

- a) The contractor shall take out a suitable C.A.R. Insurance policy covering entire scope of the works under this contract for the value of work as per contract tender conditions and arrange to keep the policy valid till issue of virtual completion certificate/ handing over of the project.
- b) The contractor shall take out and submit to the Architect / Employer, a suitable insurance policy against third party risks. The limit of liability of this insurance shall be limited to Rs. 5 Lac in respect of any one accident or series of accidents arising out of one event or Rs.2.5 Lac in respect of any passer-by. The policy shall be kept valid, issue of virtual completion certificate/ handing over of the project.
- c) The contractor shall take out and submit to Employer a suitable Insurance Policy against Workmen's compensation / Janata Policy as per requirements. The policy shall be kept valid till issue of virtual completion certificate/ handing over of the project.
- d) Necessary PF & ESI contribution of contractor's labourers will have to be paid by contractor as per statutory authority's regulations and Employer shall be absolved of all the risk.

#### **40.2 Against third party risks :-**

On commencement of the work, the contractor shall take out and submit to the Employer a suitable insurance policy against third party risks. The limits of liability of this insurance shall be as follows:

Rs. 5 Lacs in respect of any one accident or series of accidents arising out of one event. Contractor shall take out third party insurance for 3 no. of such accidents and repetition of the same after three occurrence including visitors like Local Authority, Vendors etc.

#### **40.3 In Respect of Damage to Person and Property :-**

In addition to the above, from Commencement to Completion, the Contractor shall be responsible for all injury to persons, animal or things and for all structural and decorative damage to property which may arise from operation or neglect of himself or any subcontractor or of any of his or a sub-contractor's employee whether such injury or damage may arise from carelessness, accident or any other cause whether in any way connected with the carrying out of this contract. This clause shall be held to include interalia any damage to building, whether immediately adjacent or otherwise, any damages to roads, streets, footpaths, bridges, or ways as well as all damage to the buildings and works forming the subject of this contract by first or other inclemency weather. The contractor shall indemnify the Employer and hold him harmless in respect of all and Any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of any award of compensation or damages consequent upon such claim.

The Contractor shall reinstate all damage of every spot mentioned in this clause so as to deliver up the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

#### 43. Settlement of Disputes and Differences

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, manner or thing whatsoever in any way arising out for relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, Termination, completion or abandonment thereof shall be dealt with as mentioned herein after.

- i) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Employer **or**
- ii) in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the contractor shall forthwith give notice in writing of his claim, or dispute to the **Chief Manager -Facilities Management, Baroda Corporate Centre** and endorse a copy of the same to the Architect, within 30 days from the date Of disallowance thereof or the date of deduction or recovery. the said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the **Chief Manager -Facilities Management, Baroda Corporate Centre** in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the **Chief Manager -Facilities Management,** in writing in the manner and within the time as aforesaid.
- iii) **Chief Manager / Asst. General Manager, Bank of Baroda** shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of **Chief Manager -Facilities Management, Baroda Corporate Centre** submit his claims to the conciliating authority namely the **General Manager & Head, Facilities Management, Baroda Corporate Centre** for conciliation along with all details and copies of correspondence exchanged between him and the **Chief Manager.**

#### 44. Arbitration

If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned **General Manager & Head, Facilities Management, Baroda Corporate Centre** for appointment of an Arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.

Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the sole Arbitrator appointed by the **General Manager & Head, Facilities Management, Baroda Corporate Centre.** It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank official and that he had to deal with matter to which the contract relates in the course of his duties as Bank officer. If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or

vacates his office due to any reason whatsoever another sole Arbitrator shall be appointed in the manner aforesaid by the said the **General Manager & Head, Facilities Management, Baroda Corporate Centre**. Such person shall be entitled to proceed with the reference from the stage be entitled to proceed with the reference from the stage at which it was left by his Predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amount claimed in respect of each dispute along with the notice for appointment of arbitrator. It is also a term of this contract that no person other than a person appointed by such the **General Manager & Head, Facilities Management, Baroda Corporate Centre** as aforesaid should act as Arbitrator. The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under. It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a Bank officer. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

#### 49. **Labour Laws**

- 49.1 The Contractor shall at all times during the continuance of the Contract, comply fully with all existing Acts, regulations and bylaws including all statutory amendments and re-enactment of State or Central Government and other local authorities and any other enactments, notifications and acts that may be passed in future either by the State or the Central Government or local authority, including Indian Workmen's Compensation Act, Contract Labour (Regulation and Abolition) Act 1970 and Equal Remuneration Act 1976, Factories Act, Minimum Wages Act, Provident Fund Regulations, Employees Provident Fund Act, schemes made under the same Act and also Labour Regulations as revised Health and Sanitary Arrangement for Workmen, Insurance and other benefits and shall keep Employer indemnified in case any action is commenced by competent authorities for contravention by the Contractor. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated henceforth on the part of the Contractor, the Interior Designer / Employer shall have the right to deduct from any money due to the Contractor, his amount of Performance Security or recover from the Contractor personally any sum required or estimated to be required for making good the loss or damage suffered by the Employer, responsibility in connection with the employees of the contractor, who shall, in no case, be treated as the employees of the Employer at any point of time.
- 49.3 The Contractor shall, notwithstanding the provisions of a contract to the contrary, cause to be paid a fair wage to labourers indirectly engaged on the Works, including any labour engaged by sub/contractors in connection with the said works as if the labourers had been directly employed by him.

#### 50. **Safety Code**

The Contractor shall comply with all the precautions as required for the safety of the workmen by the I.L.O. Convention No. 62 as far as they are applicable to the Contract. The Contractor shall provide all necessary safety appliances, gears like goggles, helmets, masks, etc. to the workmen and the staff.

## PERSONAL SAFETY EQUIPMENTS

All necessary personal safety equipment as considered adequate by the site Architect/Employer should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned.

### 51. Force Majeure

#### Conditions of Force Majeure

The terms “Force Majeure” as employed herein shall mean act of God, war, revolt, riot, fire, flood and Acts & Regulations of respective Governments of the two parties namely the Employer and the Contractor.

**Note : ‘Typhoon’, ‘Cyclones’, ‘Hurricanes’, ‘Tornado’ are covered under act of God.**

*In the event of either party being rendered unable by force majeure to perform any of obligations required to be performed by them under the Contract, the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period of delay, which is directly caused by such Force Majeure event.*

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within (72) seventy two hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period of delay, which is directly caused by Force Majeure event. The party who has given such notice shall be executed from timely performance of its obligations under the Contract, for so long as the relevant event of Force Majeure continues and to the extent that such parties performance is prevented, hindered or delayed, provided the party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its performance of the Contract and so to fulfill its obligations under the Contract.

If works to be executed by the Contractor are suspended by Force Majeure conditions lasting for more than (2) two months, the Employer shall have the option of cancelling or terminating this Contract in whole or part thereof at Employer’s discretion. Upon such termination provisions of Clause 39 shall apply.

52. Delay or non-performance by a party hereto caused by the occurrence of any of Force Majeure shall not:

- a) Constitute a default or breach of the Contract,
- b) Give rise to any claim for damages or additional cost or expense occasioned there by: if such delay or non-performance is caused by the occurrence of any event of Force Majeure. Force Majeure conditions shall not

be payable under any circumstances.

53. The Contractor 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 tenderer shall not be valid and would be liable of rejection).
54. The tender form must be filled in Hindi / English and all entries must be made by hand and written in ink. The rate and amount should be in figures and words. If any of the documents is missing or unsigned, the tender may be considered invalid by the Bank Representative in its discretion.
55. 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.
56. 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 will be rejected.
57. 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.
58. The Bank 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.
59. The Contractor shall not, without the written consent of the Bank assign this Contract, and shall not without the written consent of the Bank (which consent shall not be unreasonably withheld to the prejudice of the Contractor) sublet any portion of the work.  
Bank may serve a notice in writing on the Contractor rescinding the contract, whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his/other remedies against the Contractor.
60. The Contractor shall carry out all the work strictly in accordance with drawings, details and instructions of Bank's Architect & Engineer. If in the opinion of the Bank Representative, changes have to be made in the design and with the prior approval in writing of the Bank's Representative, they desire the Contractor to carry out the same, the Contractor shall carry out the same without any extra charge.
61. A schedule of Probable Quantities in respect of each work and Specifications accompany these Special Conditions. 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.

- 62 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 Drawings, 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.
- 63 The rates quoted in the tender shall include all charges for clearing of site before commencement as well as after completion, water, electric consumption, meters, double scaffolding, centering, boxing, staging, planking, timbering and pumping out water including bailing, fencing, hoarding, plant and equipment, storage sheds, watching and lighting, by night as well as day including Sundays and Holidays, temporary plumbing and electric supply, protection of the public and safety of adjacent roads, streets. The rates quoted shall be deemed to be for the finished work to be measured at site. The rates shall also be firm and shall not be subject to exchange variations, Labour conditions, fluctuations in railway freights or any conditions whatsoever.
- 64 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. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the Contract.
- 66 The Contractor 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.
- 67 The successful tenderer 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 quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by Bank.
- 68 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.
- 69 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.
- 70 The contractor shall strictly comply with the provision of safety code annexed hereto.
- 71 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.
- 72 **CONTRACTOR TO INFORM HIMSELF FULLY:**



The contractor shall be deemed to have carefully examined the work and sited conditions including Labour, the general and special conditions, the 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 Bank, Mumbai 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 pre-clarification.

I/We hereby declare that I/We have read and understood the above instructions for the guidance of tenderers.

**Witness Signature .....**

**Contractor's Signature.....**

**Addresses.....**

**Address.....**

.....

.....

**Date.....**

**Date.....**

## SECTION VIII

### Special Condition of Contract

#### **Uninterrupted Power Supply :- Approved Make SCHNEIDER/EATON/ Emerson Electric Co/ABB/Siemens**

Application: To provide Un-Interrupted Power Supply to IT loads.

##### General

This specification describes the electrical, mechanical characteristics and requirements of three phases, on-line, double conversion, solid-state Modular Uninterruptible Power Supply (UPS). The UPS should be having VFI (Voltage Frequency Independent) technology, fully DSP controlled power factor corrected rectifier and IGBT inverter capable of providing high quality AC power for sensitive electronic equipment loads. It should also supply clean power without any break in the supply in the absence of raw power. Under no conditions will the protected system get direct supply from the raw mains unless there is fault in the protected system. The description of the specification includes aspects related to design, manufacturing, fabrication and putting UPS Systems together with all necessary accessories and auxiliaries to make an operational UPS system in a condition acceptable to the end user.

##### Scope of Work

The scope covers supply, installation, testing and commissioning of Modular UPS systems.

##### Supply of input isolation transformer

Supply of SMF Hybrid Gel Battery banks with battery mounting racks and necessary interconnection links.

Supply of cables and inter connection between battery banks and UPS system

##### Submittals

Vendor to provide UPS rating, configuration along with distribution scheme.

UPS footprints including weights, dimensions, service access, and airflow requirements of each unit (GA drawings required).

Foot prints of battery racks, type of battery including overall weight of battery proposed for installation (typical layout diagram to be provided)

##### Vendor qualification criteria

Vendor quoting preferably should be an OEM & have manufacturing facility in India.

Vendor should be certified for ISO 9001(QMS), ISO 14001(EMS) & ISO 18001(OSHAS).

Vendor should have their own service setup across the country to guaranty service support as per service level agreements.

##### Reference and codes

##### CE marked

EN62040-1-2: General Safety regulations.

EN62040-2: EMC regulations.

IEC61000-4-2 Level 4 : ESD regulations

IEC61000-4-3 Level 3 : RF regulations

IEC61000-4-5 Level 4: Surge regulations

IEC 61000-4-4 Level 4 : Fast Transient/Burst regulation

IEC 61000-4-6 : Conduction Immunity

ISO 9001:2008, ISO 14001:2004&ISO 18001:2007

##### System Configuration

Modular 60kVA/54kW UPS (Rated at 0.9 PF) with 60 minutes of backup on full load.

Module should be of minimum rating 20kVA \ 18kW and scalable up to 100kva

#### Environmental Requirements

Temperature: UPS system normal operations: 0° to 40°C (32°F to 104°F)

Batteries: 25°C (77°F)

Storage: -20°C to +40°C (-4°F to 104°F)

Relative humidity (operating and storage): 90% non-condensing.

Altitude: Up to 2000 meters above sea level.

Audible Noise: Up to 70dBA at 1 meter.

#### Basic requirements

##### Nominal Voltage

Input: 380/ 400/ 415 VAC - Three Phase four wires + ground

Output: 220/380, 230/ 400, 240/415 VAC (Selectable) -Three Phase four wires + ground

##### Nominal Frequency

Input: 50/ 60 Hz (Auto selectable)

Output: 50/ 60 Hz (Selectable)

##### Power factor

UPS Rated power factor: 0.9

Input power factor: >0.99

#### Battery **General APPROVED MAKE:- EXIDE/LUMINOUS/AMAR RAJA/ C&D/OKAYA**

#### Description specification

of

This specification describes the technical requirements for standby power batteries with grid/flat positive and negative plate for UPS application for a standby float application / emergency back up power

#### Design lifespan

The batteries shall be suitable for float operation and shall be designed to have a life span more than ten (10) years as per **EuroBat**. Supporting graph on capacity development over life should be provided.

Battery  
rated.

should

be

C10

### Standards

Information  
standards

on

The battery proposed must conform to international standards IEC 60896-21/22.

General  
Standards

Compliant

Battery offered must comply to performance requirement of IEC 896 part 2. Relevant Type Test Report to be submitted.

### Battery Design

Battery  
voltage

Each block of battery shall be of nominal  
12V.

Each cell shall be of Nominal  
2V

## Container design

The container shall be made of impact resistant, High stability Polypropylene flammability class UL 94HB to be tested by IMA. The container shall be made of impact resistant, High stability Polypropylene flammability class UL 94 V0 to be tested by IMA

High quality materials for plates

The positive and negative plates shall be of the highest quality materials and life expectancy requirement

The positive plates shall be of PbCa grid/flat plates

The negative plates shall be of PbCa grid/flat plates

Separator shall be of AGM separator (glass fibre mat).

The electrolyte of the battery shall be of sulphuric acid with partial Gel Additive

Integrated degassing system with ceramic frit for a safety and specific gas diversion

Opening Pressure Valve: 120mbar  $\pm$  30 %

## Connectors

Intercell / inter tier / inter row connectors shall be of flexible / fixed insulated rubber moulded solid copper connector. The bolts also should be insulated with provision of the header having a bms clip screw



Discharge  
Data:

Vendor to provide the Amps & Watts discharge in table format for the battery offered from 3 minutes to 10hour

Label markings on each  
battery

The label on each battery shall have battery type, capacity and float operation voltage.

Pole  
Bushing

The pole bushing shall be 100% gas and electrolyte tight, compound pole and sealed welded to the lid. It shall be mechanical cleaned terminal surface with labyrinth. This is to have a double protection against acid penetration of the pole bushing.

Racks:

Should be modular construction, epoxy coated, anti acidic and fully insulated.

The information layout should be provided with floor loading /  
kg/m<sup>3</sup>

## Performance

Discharge  
rate

The capacities required are at 10hr  
rate.

End  
voltage

The Battery should deliver 100% of the specified load with ECV not below  
1.75V/C

Float  
charging

The float charging voltage shall be 2.25 volts per cell when the voltage is in fully charged  
state.

Boost  
charging

The maximum boost charging voltage shall be 2.35 to 2.40 volts per  
cell.



The Battery Vendor should submit the heat load by the battery to cross verify the HVAC Design.

The Battery Vendor should Submit the Ah & Wh Efficiency at the time of bidding to SI

The supplier should specify the recharging time as batteries should be re-charged within 8-10 hours from its designed  
ECV

3 years warranty, back up time to be same at end of warranty life

SMF 12V mono block battery: No. and rating to be specified by vendor as per the backup requirement  
Back up required: 60 mins at 60Kva full load  
Make: RAYS /Amara Raja /HOPECKY/ C&D

#### System Efficiency

Online AC to AC efficiency : Min.96% at 100% load

Eco mode efficiency :> 98%

Total Harmonic Distortion

Input THD: <3% (considering input uTHD< 1%)

Output uTHD: <3% for linear load

<5% for non-linear load

#### System Description/Configuration

The UPS technology should be True Online, Double conversion (VFI).

UPS shall be Modular. Each module should be rated for minimum 20 kVA or above with rated power factor of 0.9 (the rating of the module should be minimum 20 kVA/18 kW).

The module should be independent with complete topology of rectifier and inverter inbuilt.

The module should be hot swappable which means it can be plug in or plug out from the UPS system without disconnecting or disturbing the critical load connected at the output of the UPS.

The UPS frame for the modules can be used as stand-alone or in parallel up to minimum of four units (horizontal expansion).

The UPS frame for the module should be floor mounted with minimum foot print(foot print of single frame should not exceed 0.6 sq.m).

The UPS frame for the modules should have provision of connecting input/ output/ battery connection cables suitable for the maximum kVA/kW as per the maximum number of the module which can be engaged in the frame.

Each UPS frame should have provision for independent monitoring the power modules placed in it for electrical parameters and operating status.

The UPS frame has the provision of redundant power supply, so that failure of one does not lead to shut down of UPS.

The UPS frame should be provided with automatic static bypass & maintenance bypass suitable for the maximum kVA/kW as per the maximum number of the module which can be engaged in the.

Each power module should have inbuilt provision to isolate itself from the input/ output/ DC bus under fault condition or when being disengaged from UPS.

The UPS frame should have capability of being parallel without addition of external hardware (except paralleling cable).

Each power module rectifier shall be capable of providing continuous power to the load as well as for battery charging.

Each UPS system shall be sized to maintain a kVA as per Bill of Material, and be equipped with an individual battery bank capable to supply this load for the time as indicated in Bill of Materials and Data Sheet.

#### Modes of operations

The UPS system shall be designed to operate as a double conversion, on-line system in the following modes.

**Normal:** The rectifier and battery charger shall draw power from the utility AC source and shall supply DC power to the inverter while simultaneously charging the battery. The inverter shall convert DC to AC and continuously supply clean power to the critical load.

**Backup mode:** Upon failure of the utility AC power source, the critical load shall be supplied by the inverter without any interruption and shall obtain its power from the battery.

**Recharge:** Upon restoration of the utility AC power source (prior to complete battery discharge), the rectifier/battery charger shall power the inverter and simultaneously recharge the battery.

**Bypass Mode:** The static bypass transfer switch shall be used to transfer the load to the bypass without interruption to the critical power load in synchronise condition and with 10 ms break in un synchronised condition.

**Maintenance Mode:** During failure of a redundant UPS power module, UPS should have a provision of removing the faulty power module & adding new power module in online mode (hot swappable) without effecting the load. In case of maintenance of the entire UPS system, a manual internal maintenance bypass switch shall be provided to isolate the UPS inverter output and static bypass transfer switch for maintenance. This shall allow the UPS to be tested or repaired without affecting load operation. UPS should have an electronic interlocking between maintenance bypass switch & UPS module inverters to ensure inverter output is off during maintenance bypass operation to avoid any fault.

**Parallel Mode:** Two or more UPS units (up to 4) of same capacity should be capable of working in parallel mode N+1, N+X & N+N of operation providing same voltage & frequency. The output of parallel UPS system should be shorted to provide common output. The UPS units working in parallel mode of operation should share the load equally. In case of failure of redundant UPS, rest of the UPS units should be able to support the critical load without any interruption.

#### UPS components & their function

**Rectifier & charger:** Rectifier & charger denotes the solid-state equipment and controls necessary to convert incoming AC power to DC power for input to the inverter and for battery charging. The rectifier cum PFC shall be three phase fully DSP controlled & have low input iTHD & high PF. Charger section should be CVCC type (Constant Voltage Constant Current) for efficient battery charging & supplying regulated DC voltage. The charger section should have an electronic switch in battery path to isolate battery bank from UPS in case of fault.

**Input Current Limiting:** The UPS shall be equipped with a system designed to limit the battery recharge current up to 0.1 C10.

**Modular design:** The rectifier, charger & inverter shall be constructed in a power module and be a building block of UPS. The power modules should be capable of plug in / out in UPS online mode without affecting the load.

**Inverter:** Inverter denotes a solid state device which is capable of converting DC to AC. Inverter should be constructed of IGBT by means of 3 level design to ensure low component stress & high efficiency with switching frequency >20 kHz and using DSP controlled PWM technology. The inverter output power to the loads in terms of Voltage / Frequency should be regulated to close tolerance and a pure Sine waveform.

**Galvanic isolation transformer:** UPS should have an option of providing galvanic isolation transformer at Input of the UPS to provide electrical isolation to load (transformer can be external / internal to the UPS).

**Static bypass:** A bypass static transfer switch shall be provided as an integral part of the UPS to provide high speed load transfer from inverter to bypass and vice versa. The Static switch shall be a Bi-directional using naturally commutated high-speed static (SCR type) device rated to carry full load current continuously.

**Uninterrupted Transfer:** The static bypass transfer switch shall automatically cause the bypass source to supply power to the critical load without interruption after the logic senses one of the following conditions:

Inverter overload exceeds unit's rating

Battery protection period expired and bypass source is available

Inverter failure

**Interrupted Transfer:** If the bypass source is beyond the conditions stated below, the UPS will make an interrupted transfer (less than 10 msec. in duration).

**Manual maintenance bypass:** Manual maintenance bypass switch should be inbuilt in the UPS to bypass the complete UPS in event of failure of any of its components, so that repairs can be undertaken without interrupting the load.

**11.20 DPS Digital Control:** The UPS system should have digital control through fully DSP controlled microprocessor circuitry to enhance reliability and provide excellent control dynamics.

**11.21 Intelligent cooling:** The UPS system should be forced cooled through cooling fans that use the air from the ambient to intelligently cool the control electronics, device heat sinks and magnetics provided in the system. The cooling fans should be multi-speed with speed control based on the loading conditions on the UPS, thereby saving energy and enhancing the life of the cooling fans.

**Emergency Power Off (EPO):** The UPS should have built in facility through which it can be switched off immediately through local switch or remote Emergency Power Off switch wherein the load is disconnected from the UPS under emergency condition. Restarts are possible after manual inspection and removing the conditions of emergency and resetting the Emergency Power Off switch.

**Multi-language and user friendly console:** The UPS should have built in man machine interface through a user friendly LC Display and LEDs on the front panel of the UPS. The LEDs should indicate the status of the system at a glance and the LC Display should provide in-depth details of UPS operating parameters like voltage, current, frequency, Power in kVA / kW, etc.

**Event Monitoring:** UPS should have built-in SRAM to stores up to 500 events with date and time stamping of the historical records and event logs. It should be possible to monitor these events from the front LCD panel of the UPS or on a PC if the UPS is connected through a SNMP card on a LAN.

**Communication Interface:** UPS should have a wide choice of communication interface through SNMP / Modbus protocol using the RS232 / RS485 / Ethernet port.

**RS 232:** The UPS should have RS232 port for serial communication with the computer for monitoring purpose.

**RS 485:** The UPS should have RS 485 port for communication/ broadcast information about its status to the Building Management System. There should a provision of cascading up to 30 UPS system for communication through RS 485 port.

SNMP: UPS should have an Ethernet port to broadcast information about its status to Network Management software on servers in a LAN through SNMP protocol.

This connectivity should also provides control of the UPS and shall offer complete UPS management solutions.

Metering: The following parameters to be displayed at UPS LC display:

- Rectifier Input Voltage
- Rectifier Input Frequency
- Bypass Input Voltage
- Bypass input Frequency
- UPS Output Voltage
- UPS Output Frequency
- UPS Output Load
- Battery voltage
- Battery charge & discharge current
- Battery Capacity
- Battery Charging Status
- Temperature – STS/Inverter/PFC

[Data sheet to be submitted by the bidder for :](#)

Sr. No.	Description of the Item	Details to be filled in by Bidder
1	Make of the UPS offered	
2	Model Number Offered	
3	Continuous Rating of the UPS (KVA & KW)	
A	<b>INPUT PARAMETERS</b>	
1	Input Voltage Range	
2	Input Current Harmonic Distortion (THD) at 50% load	
3	Rectifier Design 1GBT	
4	Input Power Factor at 50% Load	
B	<b>OUTPUT PARAMETERS</b>	
1	Voltage Regulation	
2	Frequency Regulation	
3	Voltage Distortion with Non-Linear Load at 50% Load	
4	Internal Static Bypass Provided ?	Yes/No

5	Internal Maintenance Bypass Provided ?	Yes/No
6	Over Load Capability for 100 Milliseconds	% of Full Load
7	Overall Efficiency at 50% Load	
8	All provisions included for BMS & SNMP Connectivity?	Yes/No
<b>C</b>	<b>ENVIRONMENTAL PARAMETERS</b>	
1	Ambient/Operating Temperature Permitted	Degree Centigrade
2	Degree of Protection	
3	Noise Level at 1 meter distance	dBA
<b>D</b>	<b>BATTERY</b>	

1	Battery Back Up Time - 60 Min. Required (Provide supporting calculation in the letter head of the OEM)	
	Number of Batteries x AH Capacity	
2	Make of the Battery Offered	
3	Expected Design Life of Battery	
E	<b>HARMONIC FILTER</b>	
1	Type of Harmonic Filter? (Active at 0% to 100% load power factor should not be leading.	
2	Is it integral to UPS or externally fitted?	

3	What would be the Input Power factor at No Load with Harmonic Filter in Circuit?	
F	<b>OPERATIONAL PARAMETERS</b>	
1	Is UPS suitable for operation on Grid Power as well as Standby Generator?	
2	Any other operational constraint	
G	<b>STATIC TRANSFER SWITCH</b>	
1	Rating of the Switch	KVA
2	Transfer Time from Preferred source to Alternate source and vice-versa	Ms
H	<b>DELIVERY / COMMISSIONING</b>	1
1	Delivery Period for the UPS to reach site from the date of release of LOI	
2	Time required to install, test and make the UPS Operational after delivery at site.	
3	Mention any deviation from the specifications and Conditions given above. Attach separate sheet if required.	



S.N	Eligibility Criteria	Supporting documents
0		
1	Offered module shall be in accordance with the requirements of various approvals	The bidder shall submit appropriate certificates
2	The OEM / Partner should have technically qualified engineers who have expertise and certification to support the installations.  The OEM will be required to provide a letter of Authorization to the partner for submitting the offer on behalf of the principal.  The Engineers at the support offices should be provided with a cell phone and the support/branch offices should have telephone/fax with local email facility.	Self certified letter certifying - having technically qualified engineers at Mumbai  Letter of Authorization from OEM is mandatory  Details to be provided along with the support / branch offices as asked for against Point no. 1 above
3	While a call centre is acceptable for logging support requirements however onsite support must be provided by a qualified engineer as stated above.	A self certified letter to be submitted
4	Banking is 24 hours service oriented sector and hence any technical problem should be resolved within maximum of 12 hours of call reported which includes time for procuring spare parts also.  OEM/Partner should stock adequate spares of all items supplied.	A self certified letter to be submitted. To provide the logistics of spares available in warehouses and policy of stocking the spares.

## 12. Warranty

**The standard manufacturer's warranty for all the supplied items against defects in materials and workmanship is for 12 months from the date of installation or 18 months from the date of supply whichever is earlier. Warranty on SMF batteries to be provided for 36 months from the date commissioning or 36 months from the date of supply. After expiry of warranty, the product should be covered under comprehensive Annual Maintenance Contract (AMCs). Scope of work during Comprehensive AMC should be periodic monthly maintenance for routine check ups & attending all kinds of breakdown maintenance in Ups. Detailed work order shall be issued to bidder in this regard.**

## 13. Pre-Dispatch Inspections:

Before shipment, vendor should completely test the system in its factory. Client or third parties can ask for UPS pre-dispatch inspection on chargeable basis for the major specifications that constitutes routine test.

## 14. Fabrication

**Materials:** Vendor to certify that all materials of the UPS is new, of current manufacture, high grade and free from all defects and will not have been in prior service except as required during factory testing.

**Construction and Mounting:** The UPS unit should be comprised of rectifier/charger, inverter, static transfer switch, maintenance bypass switch, and static bypass input switch housed in a free-standing steel enclosure with key-lockable doors. Also, switch gears to be provided at input, output, static bypass & maintenance bypass of UPS. Front access only is required for servicing, adjustments, and installation. Also, switch gears to be provided at input, output, static bypass & maintenance bypass of UPS. Front access only is required for servicing, adjustments, and



installation. The enclosure should be built to comply with IP20. The UPS cabinet should be cleaned, primed, and painted with the manufacturer's standard colour.

### Technical Specification

## Annexure 1

UPS Technical Specifications			
Sr. No.	Specifications	Requirement	Vendor Confirmation
1	Capacity (in kVA / kW)	60kVA/54 kW 3-Phase Input / 3-Phase Output	
2	Technology and Capability	<p>a) True Online configuration double conversion UPS.</p> <p><b>b) Modular &amp; Scalable UPS up to 100Kva in future with hot swappable Power Modules of minimum 20kVA / 18kW and above.</b></p> <p>c) DSP (Digital Signal Processor) / Microprocessor based control, using SCR/IGBT devices and high switching frequency PWM.</p> <p>d) PFC controlled IGBT rectifier with Active power factor Correction (APFC).</p> <p>e) Capability to operate in N+1 / N+X and N+N PRS -Parallel Redundant Configuration.</p> <p>f) Capability of independent or common battery bank operation of the UPS when operated in PRS.</p>	
<b>3</b>	<b>Model Name &amp; Number</b>		
	60kVA /54kW	<b>Make / Model / Part No</b> must be specified	
<b>4</b>	<b>Input</b>		
4.1	Input facility -Phases / Wires	3-Phase / 4-Wire & Gnd (R, Y, B -Phases & Neutral & Ground)	
4.2	Nominal Input Voltage	380 / 400 / 415V AC	





4.3	Input Voltage Range	300 - 477 V AC ( <b>On Full Load</b> ) 208 - 477 V AC (On 70% Load)	
4.4	Nominal Input Frequency	50 / 60 Hz ( <b>Auto selectable</b> )	
4.5	Input Frequency Range	48 to 52 Hz	
4.6	Input Power Factor	> 0.99 on Full resistive load	
4.7	Input Current Harmonic Distortion (THDi)	<5 % on Full Load (with Mains THDu less than 1%)	
4.8	Generator Compatibility	Compatibility to gen set supply required	
4.9	Input Protection (Thru In-built 3P MCCB)	Input to Rectifier Input to Bypass Manual Bypass (In-built)	
<b>5</b>	<b>Output</b>		
5.1	Nominal Output Voltage	380 / 400 / 415VAC ( <b>Selectable</b> )	
5.2	Output Voltage Regulation	+/- 1%	
5.3	Nominal Output Frequency	50 / 60 Hz ( <b>Selectable</b> )	
5.4	Output Frequency Regulation	+/- 0.05 Hz (Free Running / Self Clocked Mode) + / - 5 % (Synchronized to Mains Mode, Selectable)	
5.5	Output Frequency Slew Rate	1 Hz / s	
5.6	Output Wave Form	Pure sine wave	
5.7	Output Voltage Distortion (THDu)	<= 3% (For 100% Linear / Resistive Load) <= 5% (For 100% Non-Linear / RCD Load)	
5.8	Crest Factor	3 : 1 On Full Load	
5.9	Unbalanced load on phases	100% unbalanced load should be allowed	
5.10	Voltage symmetry with 100% Unbalanced Load	+/- 1%	
5.11	Displacement angle for 100% balanced Load	120 deg +/- 2 deg	
5.12	Output Protection	Thru In-built 3P MCCB	
<b>6</b>	<b>Transient Response / Recovery</b>		
6.1	Transient response: Dynamic regulation for 0% to 90 % step load	+/- 5%	
<b>7</b>	<b>Transfer Time</b>		
7.1	Transfer Time (Mode of operation)	Nil from Mains mode to Battery Mode Nil from Battery Mode to Mains mode	
7.2	Transfer Time (Inverter to Bypass / Bypass to Inverter)	< 1 ms (Synchronized Mode) < 10 ms (Asynchronized Mode)	



7.3	Automatic & Bi-directional static by-pass (In-built)	Should be provided to take care of uninterrupted transfer of load from Inverter to bypass (under overload / fault conditions) & automatic retransfer from bypass to inverter (on removal of overload / fault conditions)	
<b>8</b>	<b>Efficiency (At Nominal Voltage &amp; Resistive Load up to kW rating of UPS)</b>		
8.1	Overall Efficiency (AC to AC) - Online (Double Conversion)	Min.96 % at 100% load	
8.2	Inverter Efficiency (DC to AC) - Battery Mode of operation	96%	
8.3	Eco mode efficiency	>97%	
<b>9</b>	<b>Overload</b>		
9.1	Inverter Overload capacity (Mains Mode & Battery Mode)	125% for 10 minutes 150% for 60 seconds	
<b>10</b>	<b>Display Panel (In-build LC Display &amp; LED )</b>		
10.1	<b>Measurements (On LCD)</b>	Input: Voltage / Frequency Bypass: Voltage / Frequency Output: Voltage / frequency / Current Battery: Voltage / Capacity Load: In kVA / kW / Percentage Temperature: STS/Inverter/PFC	
10.2	<b>Event Logging &amp; Statistical Data (On LCD):</b> UPS should capture and display up to 500 events	Events like: Over temperature / DC Bus Fail / Fan Fail / Fuse Fail / Overload / Short-circuit / Device Fail / Inverter Fail / Rectifier Fail / Bypass Fail, etc Statistical Data: No. of power failures / Transfers to Bypass / Total Running time, etc	
10.3	<b>User Programmable Parameters &amp; Settings (On LCD)</b>	Bypass: Voltage / Frequency Range Inverter: Voltage / Frequency / Eco Mode / Frequency converter / Redundancy selection Battery: Type / Banks / Chargers Current / Manual & Automatic Testing Alarms: Buzzer & LED Test / Buzzer Mute Date & Time Setting Password: User / Administrator Setting Information: UPS Serial No. / Firmware Log & Statistical Data Reset & Firmware upgrade	
10.4	<b>Indications (LED)</b>	Mains Mode of Operation / Battery Mode of Operation / Bypass feeding the load / UPS Fault	
	Confidential RFP Document for Supply, Installation and Commissioning of 80 KVA UPS		
<b>11</b>	<b>Alarms</b>		



	Audible Alarms	Mains Failure / Battery Low Alarm / UPS Overload / Fault / Shutdown	
12	<b>Battery Backup / Battery Bank &amp; Charger</b>		
12.1	Backup Required	60mins with 1 battery string	
12.2	Battery Bank Voltage	Vendor to specify 480 Volts	
12.3	Required Min.VAH	110400 VAH for each UPS	
12.4	Batteries Type	Hybrid Gel VRLA Type Sealed Maintenance Free (SMF) - 12V Cells with FR Container and C-10 Rated .	
12.5	Battery Makes	RAYS TECHNOLOGY/AMAR RAJA/QUANTA/ C&D	
12.7	Minimum Charger Rating (Including internal / external)	10% of Battery Ah rating offered	
12.8	Charger type / Charging Method & Charging Voltages	<b>Constant Voltage Constant Current</b> Solid state <b>SMPS</b> charger designed for at least 10% of Battery Ah offered Float Voltage: 2.25 VPC Boost Voltage: 2.32 VPC	
12.9	Battery recharge time (After complete discharge) to 90% capacity	10-12 hours	
12.10	Battery Protection	Battery MCCB to be provided for each string	
12.11	Battery Housing (Vendor to provide the GA drawings of the offered Battery Rack)	Should be compact and space saving <b>MS steel open racks</b> complete with interconnectors.	
12.12	Battery End Cell Voltage	1.75 VPC	
13	<b>Interfaces</b>		
13.1	SNMP card for LAN & WAN monitoring	Required	
13.2	REPO (Remote Emergency Power Off)	Provided in-built in the UPS	
14	<b>Restart / Testing Capability</b>		
14.1	Automatic Restart	UPS should start up automatically on mains resumption after battery low shutdown	
14.2	Battery Self Test	Manual / Scheduled battery test to ensure healthiness of batteries. However in event of weak batteries, test should be aborted and fault reported to the user thru replace battery warning	
	<i>Confidential</i>	Page 83 of 47	
15	<b>Physical</b>		
15.1	Operating Temperature	0 to 40 deg C	



15.2	Storage Temperature	-20 to 40 deg C	
15.3	Operating Humidity	0 to 90% RH (Non-condensing)	
1.4	Operating Altitude	3000 m.a.s.l (meters above sea level)	
15.4	Protection Class	IP – 20	
15.5	Type of Cooling	Forced Air	
15.5	Noise Level	<70dbA at I meter distance	
15.6	Form Factor	Free Standing Floor Mounted UPS	
15.7	Dimension (w x d x h) in mm	To be furnished by the vendor	
15.8	Cable Entry	Top/Bottom	
15.9	Weight - in kg	To be furnished by the vendor	
15.10	Reliability	MTBF greater than 100000 hours	
15.11	Packaging Material	Recyclable (No CFC)	
15.12	Connections - Rectifier Input / Output / Bypass Input / Battery	Hardwired	
<b>16</b>	<b>Certifications</b>		
16.1	Manufacturer	<b>QMS:</b> As per ISO 9001: 2008 <b>EMS:</b> As per ISO 14001: 2004 <b>OHSAS:</b> As per ISO 18001: 2007	
16.2	Product	<b>Safety:</b> As per EN62040-1-2 <b>EMC:</b> As per EN62040-2 <b>ESD:</b> As per IEC61000-4-2 Level 4 <b>RF:</b> As per IEC61000-4-3 Level 3 <b>FT/Burst:</b> As per IEC61000-4-4 Level 4 <b>Surge:</b> As per IEC61000-4-5 Level 4 <b>CE Declaration of Conformance</b>	



(FORMAT OF PERFORMANCE BANK GUARANTEE)

To

Dy General MANAGER-FM
Bank of Baroda
Baroda Corporate Center
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

WHEREAS M/S ..... (Name of Bidder) a Company registered under the Indian Companies Act, 1956 and having its Registered Office at ....., (Please provide complete address) (hereinafter referred to as "Bidder") was awarded a contract by Bank of Baroda (the Bank) vide their Purchase Order no. .... dated ..... (hereinafter referred to as "PO") for .....

AND WHEREAS, in terms of the conditions as stipulated in the PO and the Request for Proposal document No. .... Dated ..... for ..... (hereinafter referred to as "RFP"), the bidder is required to furnish a Performance Bank Guarantee issued by a Public Sector Bank in India in your favour for Rs...../- towards due performance of the contract in accordance with the specifications, terms and conditions of the purchase order and RFP document (which guarantee is hereinafter called as "BANK GUARANTEE").

AND WHEREAS the Bidder has approached us for providing the BANK GUARANTEE.

AND WHEREAS at the request of the Bidder, WE, .....,a body corporate in terms of the Banking Companies Acquisition and Transfer of Undertakings Act,1970/1980 having its ..... Office at ..... and a branch inter alia at..... India have agreed to issue the BANK GUARANTEE.

THEREFORE, WE, (name of Bank and it's address) .....through our local office at ..... India furnish you the BANK GUARANTEE in manner hereinafter contained and agree with you as follows:

- 1. We ..... do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs. ....-(Rupees ..... only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the Bidder of any of the terms and conditions contained in the PO and RFP and in the event of the Bidder committing default or defaults in carrying out any of the work or discharging any obligation under the PO or RFP document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs...../-(Rupees ..... only) as may be claimed by you on account of breach on the part of the Bidder of their obligations or default in terms of the PO and RFP.
2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as



to whether the bidder has committed any such breach/ default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by Bank of Baroda shall be conclusive as regards the amount due and payable by us to you.

3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the Bidder after expiry of the relative guarantee period provided always that the guarantee shall in no event remain in force after ..... (date) without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. You will have the fullest liberty without our consent and without affecting our liabilities under this Bank Guarantee from time to time to vary any of the terms and conditions of the PO and RFP or extend the time of performance of the contract or to postpone for any time or from time to time any of your rights or powers against the bidder and either to enforce or forbear to enforce any of the terms and conditions of the said PO and RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the bidder or any other forbearance, act or omission on your part or any indulgence by you to the bidder or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. ..../- (Rupees..... only) as aforesaid or extend the period of the guarantee beyond the said ..... (date) unless expressly agreed to by us in writing.
5. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the bidder or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the bidder.
6. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the bidder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
7. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the bidder from time to time arising out of or in relation to the PO and RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
8. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
9. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to you by us (whether jointly with others or alone) and now existing uncanceled and this Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
10. The Bank Guarantee shall not be affected by any change in the constitution of the bidder or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
11. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the bidder shall have no claim against us for making such payment.
13. Notwithstanding anything contained herein above;
  - a. our liability under this Guarantee shall not exceed Rs. ..../- (Rupees



.....only)

- b. this Bank Guarantee shall be valid and remain in force upto and including the date ..... and
- c. we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.

14. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

Dated this the ..... day of ....., 20.....

For and on behalf of

Branch Manager

Seal and Address

