

# **BANK OF BARODA**



***Tender for Supply, Installation, Testing and Commissioning of 4 Nos (2-lane)-Flap Barrier at Banks Corporate Office Building, BCC & BST, Bandra Kurla Complex, Bandra (east), Mumbai”.***

## **TECHNICAL BID**

***Last date of submission of application 11.04.2022 up to 15:00 Hrs***

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## SECTION A

### INTRODUCTION

| <b>Definitions of some common terms &amp; Abbreviations</b> |  |
|---|--|
| <b>Bidder / Respondents</b>                                 | Reputed OEMs   |
| <b>Contractor/ OEM</b>                                      | Final successful Bidder to whom the contract will be awarded |
| <b>Bank</b>   | Bank of Baroda   |
| <b>EMD</b>  | Earnest Money Deposit  |
| <b>SLA</b>  | Service Level Agreement                                      |
| <b>CAMC</b>   | Comprehensive Annual Maintenance Contract                    |
| <b>MOU</b>  | Memorandum of Understanding                                  |
| <b>IST</b>  | Indian Standard Time GMT +5:30                               |
| <b>INR</b>  | Indian Rupee   |
| <b>PBG</b>  | Performance Bank Guarantee                                   |

#### **Notice:**

Bank of Baroda, Facilities Management Deptt. BCC, Mumbai, invites offers from experienced OEMs for Supply, Installation, Testing and Commissioning of 4 Nos (2-lane) Flap Barrier at Banks Corporate Office Building, BCC & BST, Bandra Kurla Complex, Bandra (east), Mumbai-400 051". Interested OEMs can access tender from Tender Section of Bank of Baroda's website [www.bankofbaroda.com](http://www.bankofbaroda.com)

Further "Corrigendum" or "Addendum" (if any) shall be issued on Bank's website only and prospective OEMs have to keep checking our website for any additional instructions/ Addendum, if any till the last date/time of tender submission time. OEMs who quote tender without attaching tender or the addendum if any will be rejected.

The Bank reserves the right to reject any / all applications without assigning any reason whatsoever.

#### **Confidentiality:**

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

#### **Schedule of E Tender**

|             |   |  |
|-------------|---|--|
| <b>A.1</b>  | E-Tender No.  | BOB/FM/SM/114/5  |
| <b>A.2</b>  | Date of viewing Tender  | 22.03.2022   |
| <b>A.3</b>  | Date of Starting of E-Tender for submission of on line                                | 22.03.2022   |
| <b>A.4</b>  | Date & Time of closing of online E-Tender for submission of Technical Bid & Price Bid | 11.04.2022 & 1500 hrs IST  |
| <b>A.5</b>  | Date & time of opening of Part-I - Technical Bid                                      | 11.04.2022 & 1530 hrs IST  |
| <b>A.6</b>  | Date & time of opening of Part-II - Price Bid   | Date of opening of Part II i.e. Commercial bid shall be informed separately.   |
| <b>A.7</b>  | Last date of submission of EMD through RTGS/NEFT                                      | 11.04.2022 up to 1500 hrs IST  |
| <b>A.8</b>  | Pre-Bid Meeting may be arranged through online platform of starting date & time.      | 30.03.2022, at 1100 hrs  |
| <b>A.9</b>  | <b>Earnest Money Deposit</b>  | <b>₹31,000.00 INR (Rupees Thirty One Thousand Only)</b>  |
| <b>A.10</b> | Address for online submission of bids (technical as well as price bid)                | Bid must be submitted online on<br>URL : <a href="https://www.tenderwizard.com/BOB">https://www.tenderwizard.com/BOB</a> |
| <b>A.11</b> | Address for opening of bids   | URL : <a href="https://www.tenderwizard.com/BOB">https://www.tenderwizard.com/BOB</a>                                    |

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| <b>A.12</b> | Contact Details of Online Portal facilitator,<br>M/s. e-Procurement Technologies Ltd. (ETL). | <b><u>Primary Contact Number</u></b><br>Mr. Krupesh Rajeev Kulkarni +91-8800907637<br><b><u>Alternate Contact Numbers</u></b><br>Mr. Sandeep Gautam :<br>+91-8800496478<br>Mr. Kamal Mishra :<br>+91-8800115821 |
|-------------|--|---|

Conditional tenders are liable to be rejected. Dispute, if any, will be subject to Mumbai jurisdiction only.  
For any further information on the tender, following offices / persons to be contacted:

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| <ol style="list-style-type: none"><li data-bbox="252 584 699 719"><b>1. Mr. Narendra Hansdah,</b><br/>Chief Manager(Civil),<br/>Ph. No. : 022 – 66985118<br/>Email : <a href="mailto:em.bcc@bankofbaroda.com">em.bcc@bankofbaroda.com</a></li><li data-bbox="252 763 699 898"><b>2. Mr. Sabyasachi Mohanty,</b><br/>Senior Manager(Electrical),<br/>Ph. No. : 022 – 66985102<br/>Email : <a href="mailto:em.bcc@bankofbaroda.com">em.bcc@bankofbaroda.com</a></li></ol> |
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**SECTION B**

**IMPORTANT INSTRUCTIONS FOR E-PROCUREMENT**

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| <b>B.1</b> | <p><b>Important instructions for E-Tender</b></p> <ul style="list-style-type: none"> <li>• This is an online tender event of Bank of Baroda.</li> <li>• OEMs are requested to read the terms &amp; conditions of this RFP before submitting their online tenders.</li> <li>• OEMs who do not comply with the conditions with proper/necessary documentary proof (wherever required) will not qualify in the Tender process for opening of Commercial bid.</li> <li>• <b>The intending OEMs are required to submit their offer electronically through E-Tendering portal. No physical tender is acceptable by Bank.</b></li> <li>• <b>Online (Part I - Technical Bid) and (Part II - Price Bid) will be done through URL : <a href="https://www.tenderwizard.com/BOB">https://www.tenderwizard.com/BOB</a></b></li> </ul>  |
| <b>B.2</b> | <p><b>General Instructions to Bidder/OEM - E Tendering</b></p> <ul style="list-style-type: none"> <li>• To view the Tender Document along with this Notice and its supporting documents, kindly visit following e-Tendering website of Bank of Baroda:<br/><br/><b><a href="http://www.tenderwizard.com/BOB">www.tenderwizard.com/BOB</a></b></li> <li>• The OEMs 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 OEMs has been provided on the above link. All OEMs 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 &amp; submitted online using the bidder's authorized Class III Digital Signature (Individual certificate is allowed for proprietorship firms) Digital e- Token.</li> </ul>   |
|            | <p><b><u>Tenderwizard Help Desk</u></b></p> <ul style="list-style-type: none"> <li>• If any assistance is required regarding e-tendering (registration / upload / download / Bid Preparation / Bid Submission) please contact Tender wizard Help Desk as per following:<br/><br/><b>Helpdesk Contact No. : +91 11-49424365</b><br/><b>Email – <a href="mailto:eprocarebob@etenderwizard.com">eprocarebob@etenderwizard.com</a></b></li> </ul> <p><u>Primary Contact Number</u></p> <ul style="list-style-type: none"> <li>• Mr. Krunal Mahajan : +91-8800907637</li> </ul> <p><u>Alternate ContactNumbers</u></p> <ul style="list-style-type: none"> <li>• Mr. Sandeep Gautam : +91-8800496478</li> <li>• Mr. Kamal Mishra : +91-8800115821</li> </ul> <p><u>Contact No. for other activities</u></p> <ul style="list-style-type: none"> <li>• Registration Help Desk : +91-11-49424365<br/><u>(Kindly put "REGISTRATION/PROFILE UPDATE" in the subject line of the email to <a href="mailto:eprocarebob@etenderwizard.com">eprocarebob@etenderwizard.com</a>)</u></li> </ul> <p style="text-align: center;">-</p> <ul style="list-style-type: none"> <li>• e-procurement queries : +91-11-49424365<br/><u>(Kindly put "E-PROCUREMENT QUERIES" in the subject line of the email to <a href="mailto:eprocarebob@etenderwizard.com">eprocarebob@etenderwizard.com</a>)</u></li> </ul> |

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|  | <p>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.</p>   |
|  | <p><b><u>Downloading of Tender Document</u></b><br/>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. Tender document will not be sold / issued manually.</p>  |
|  | <p><b><u>Preparation &amp; Submission of Bids</u></b><br/>The bids (Pre-Qualification, Eligibility, Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted “ONLINE” or by any other mean shall be summarily rejected. No other form of submission shall be permitted.</p>  |
|  | <p><b><u>Do’s and Don’ts for Bidder</u></b></p> <ol style="list-style-type: none"> <li>i. Registration process for new OEMs should be completed within first week of release of tender.</li> <li>ii. The e-procurement portal is open for upload of documents from the start of the bid submission date. Hence OEMs are advised to start the process of upload of bid documents well in advance.</li> <li>iii. OEMs have to prepare for submission of their bid documents online well in advance as</li> <li>iv. 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.</li> <li>v. To avoid last minute rush &amp; technical difficulties faced by OEMs in uploading/submission of bids, OEMs are required to start the uploading of all the documents required -01- week in advance for timely online submission of bid.</li> <li>vi. OEMs 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.</li> <li>vii. OEMs 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.</li> <li>viii. Bidder should not raise request for offline submission or late submission since ONLINE submission is accepted only.</li> <li>ix. Partly or incomplete submission of bids by the OEMs will not be processed and will be summarily rejected.</li> </ol> |
|  | <p><b><u>Guidelines to OEMs for Electronic Tendering System</u></b><br/><b><u>Pre-requisites to participate in the Tenders</u></b></p> <p><u>Registration of OEMs on e-procurement portal of Bank of Baroda:</u></p> <p>The OEMs unregistered on e-procurement portal of Bank of Baroda and interested in participating in the e-tendering process shall be required to enroll/register on the e- procurement portal. To enroll, OEMs have to generate User ID and password on <a href="http://www.tenderwizard.com/BOB">www.tenderwizard.com/BOB</a>. The OEMs may obtain the necessary information on the process of registration/enrollment 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. <a href="http://www.tenderwizard.com/BOB">www.tenderwizard.com/BOB</a>.</p>   |
|  | <p><b><u>Preparation of Bid &amp; Guidelines for Digital Certificate</u></b></p> <p>The Bid Data that is prepared online is required to be signed &amp; 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</p>  |

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|  | <p>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.</p> <p>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.</p> <p>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 OEMs 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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
|  | <p><b>Recommended Hardware and Internet Connectivity</b></p> <p>To operate on the Electronic Tendering System, the OEMs 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.</p> <ul style="list-style-type: none"> <li>● <b>Operating System Requirement</b><br/>Windows 7 &amp; above</li> <li>● <b>Browser Requirement (anyone from following)</b> Microsoft<br/>Internet Explorer (IE) version 11 and above<br/>Mozilla Firefox - Latest version<br/>Google Chrome - Latest version</li> <li>● <b>Browser settings</b> <ol style="list-style-type: none"> <li>1. Disable the 'Popup Blocker' in the browser under Tools. Make sure this is in 'Turn Off' mode.</li> </ol> </li> </ul>  |

2. Add the e-procurement domain name in the 'Compatibility View' list of your browser Turn off the 'SmartScreen 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 OEMs 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 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 uploadable documents. In the form-based type of templates and extensible table type of templates, the OEMs 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 OEMs has lapsed, the Tender will be closed by the Tender Authority.

- **Online Final Confirmation**

After submitting all the documents OEMs 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 OEMs for Commercial Bidding Process**

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

- **Opening of the Commercial Bids**



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|            | <p>The OEMs may remain present in the office of the Tender Opening Authority at the time of opening of Commercial Bids.</p> <p>➤ <b>Tender Schedule (Key Dates)</b></p> <p>The OEMs 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.</p>   |
|            | <p><b>Important Points:</b></p> <p>The Bid hash values are digitally signed using valid Class – III Digital Certificate issued by any Certifying Authority. The OEMs are required to obtain Digital Certificate well in advance</p> <ol style="list-style-type: none"> <li>The bidder may modify bids before the deadline for Online Submission of Tender as per Time Schedule mentioned in the Tender documents.</li> <li>This stage will be applicable during both Pre-bid / Pre-qualification and Financial Bidding Processes.</li> </ol>  |
|            | <p>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 &amp; Submission, Corrigendum/Addendum, Clarifications, Re- submissions etc. on e-procurement portal i.e. <a href="http://www.tenderwizard.com/BOB">www.tenderwizard.com/BOB</a></p> <p><b>Note: Bank and ITI Limited shall not be liable &amp; responsible in any manner whatsoever for any failure to access &amp; 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. OEMs are advised to ensure system availability and prepare their bid well before time to avoid last minute rush. OEMs can fix a call with support team members in case guidance is required by calling on helpdesk number.</b></p>   |
| <b>B.3</b> | <b>Bid Submitting &amp; Opening</b>   |
|            | <ul style="list-style-type: none"> <li>Part I Technical bid will be opened electronically on specified date and time as given in the tender.</li> <li>Part II Commercial bid will be opened electronically of only those bidder(s) who's Part-I Technical Bid is found to be acceptable by Bank of Baroda. Such bidder(s) will be intimated the date of opening of Part-II Commercial bid, through valid email provided by them.</li> <li>All entries in the tender should be entered in online Technical bid &amp; Price bid Formats without any ambiguity.</li> <li>All notices /corrigendum and correspondence to the registered bidder(s) shall be sent by email only during the process till finalization of tender by Bank of Baroda. Hence the OEMs are required to ensure that their corporate email id provided is valid and updated at the stage of registration.</li> <li>E-Tender cannot be accessed after the due date and time mentioned in the tender.</li> <li>The process involves Electronic Bidding for submission of Technical and Commercial Bid.</li> </ul> |
| <b>B.4</b> | <b>Submission of Technical Bids</b>   |
|            | <p>The TENDER response shall be submitted in two parts. Part I shall comprise of Technical Bid plus EMD and Part II shall contain Price Bid. These bids shall be submitted Online.</p> <p>Bidder shall submit Earnest Money Deposit (EMD) amount online through NEFT/RTGS on the details below:</p> <p><b>Bank: BANK OF BARODA</b><br/><b>Branch: Bandra East</b><br/><b>IFSC: BARB0BANEAS ('0' is Zero)</b><br/><b>Account Type: OD</b><br/><b>Account No.: 29040400000418</b></p> <p><b>Under no circumstances, Earnest Money Deposit may be accepted in the form of fixed deposit receipt/DD/Banker's cheque or Insurance guarantee or Cheque.</b></p> <p><b>Please note that firms/agencies claiming exemption from submission of EMD under any statutory authority/law (eg. NSIC, MSME,KVIC etc.) shall be required to submit necessary documents viz. valid registration certificate etc. to the satisfaction of the Bank. Such firms shall ensure to submit copy of valid Registration Certificate duly signed and stamped in place of receipt of NEFT/RTGS.</b></p>       |

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|             | <p>The proposal shall be prepared in English. Name of contact person, e-mail address and phone/fax numbers of the bidder shall also be indicated on the sealed envelopes.</p> <p>Please note that any changes in the technical / prequalification criteria mentioned in this Tender Document shall be inserted as addendum in the tender section of Bank's Website and in <u>URL</u> : <a href="https://www.tenderwizard.com/BOB">https://www.tenderwizard.com/BOB</a></p>  |
| <b>B.5</b>  | <b>Submission of Commercial Bids</b>  |
|             | <ul style="list-style-type: none"> <li>➤ Price Bids will be submitted online.</li> <li>➤ The prices offered to the Bank must be in Indian Rupees.</li> <li>➤ Basic rate should be quoted.</li> <li>➤ Applicable GST will be paid extra.</li> <li>➤ L1 will be decided on the overall cost.</li> <li>➤ Any price variation on account of change in tax structure (+ or -) shall be payable/recoverable during the contract period.</li> </ul>  |
| <b>B.6</b>  | <b>Pre-Bid Meeting</b>  |
|             | <p>A pre-bid meeting may be arranged at 30.03.2022, at 1500 hrs:</p> <p><b>Bank of Baroda</b><br/><b>Facilities Management Department</b><br/><b>1st Floor, Baroda Corporate Centre,</b><br/><b>C-26, G-Block, Bandra Kurla Complex,</b><br/><b>Bandra (East), Mumbai-400051.</b></p> <p>Queries received up to two days prior to Pre-bid meeting date only will be addressed during pre-bid meeting. All the queries should be sent to the mail id: <a href="mailto:em.bcc@bankofbaroda.com">em.bcc@bankofbaroda.com</a></p> <p>Pre-Bid shall be arranged through online module. Bidder shall submit their name, designation, contact number and email id (only one representative from each firm) to <a href="mailto:em.bcc@bankofbaroda.com">em.bcc@bankofbaroda.com</a>.</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> |
| <b>B.7</b>  | <b>Opening of Technical Bids</b>  |
|             | <p>The Technical Bids will be opened online only. No separate intimation will be given to the OEMs in this regard.</p>  |
| <b>B.8</b>  | <b>Evaluation of Technical Bids</b>   |
|             | <p>Technical Bids will be evaluated on the basis of fulfilling OEMs Profile Details and compliance to Eligibility criteria, Technical specification, other terms and conditions stipulated in the tender document. Further Flap Barrier installed by the OEM shall be visited/inspected by the Bank's Officials as per the requirement. Commercial Bids of only those OEMs who qualify in the technical evaluation, based on the criteria laid down hereinabove, will be opened.</p> <p>The Bank reserves the right to reject any or all the tenders without assigning any reason thereof.</p>  |
| <b>B.9</b>  | <b>Evaluation of Commercial Bids</b>  |
|             | <p>After the technical evaluation of the tenders, the price bid of only technically qualified OEMs (as per the criteria mentioned hereinabove) shall be considered for price bid evaluation. The Bank reserves its right to seek and obtain substantiating data from the OEMs for verification of the credentials submitted. The Date of opening of Price Bid shall be advised separately to all technically qualified OEMs.</p>  |
| <b>B.10</b> | <b>Scope of Work</b>  |
|             | <ol style="list-style-type: none"> <li>1) <b>Place of Work and Visit to site:</b><br/>Intending bidder/OEM shall visit the site and make him thoroughly acquainted with local site conditions, nature and requirement of works, facilities of transport condition, effective labour and material and removal of rubbish.</li> <li>2) <b>Tender Submission</b><br/>OEMs should upload all the scanned documents as per this tender documents.</li> <li>3) <b>Agreement:</b></li> </ol>   |

The successful OEM may be required to sign Agreement as may be drawn including all pre-bid minutes, any amendments to Tender documents resulting from the issue of addendum if any, any amendments made / agreed between the contractor and the Bank prior to award of contract as well as where applicable, submissions made by the OEM, all pre-award of contract well as where applicable.

**4) Taxes and Duties:**

The tender must include in their tender prices quoted, for all duties, royalties and local charges if applicable excluding GST. No extra claim on this account will in any case be entertained.

**5) Insurance**

The Contractor shall be responsible for all injury or damage to persons, animals or things, and for all damage to property which may arise from any factor omission on the part of the Contractor or any Sub-Contractor or any nominated Sub-Contractor or any of their employees. The liability under this clause shall cover also, inter alia any damages to structures, whether immediately adjacent to the works as well as damage caused to the building and other structures and works forming the subject matter of this contract. The contractor shall also be responsible for any damage caused to the buildings and other structures and works forming the subject, matter of this contract due to rain, wind, frost or other inclemency of weather. The contractor shall, indemnify and keep indemnified the employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claims. The Contractor shall, at his own expense, effect and maintain till issue of the virtual completion certificate under this contract, with an insurance company approved by the Employer, an All Risk Policy for Insurance for the full amount of the contract including earthquake risk in the joint names of the employer and the contractor (the name of the former being placed first in the policy) against all risk as per the standard all risk policy for contractors and deposit such policy or policies with the employer before commencing the works.

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

The minimum limit of the coverage under the policy shall be Rs.2 lakhs per person for any one accident or occurrence and Rs.5 lakhs in respect of damage to property for any one accident or occurrence. The contractor shall also indemnify the employer against all claim which may be made upon the Employer, whether under the Workmen's Compensation Act or any other statute in force, during the currency of this contract or at Common Law in respect of any employee of the contractor or of Sub-Contractor and shall be at his own expense effect and maintain until the virtual completion of the contract, or with an Insurance Company, approved by the Employer, a policy of insurance against such risks and deposit such policy or policies with the Employer from time to time during the currency of this contract.

**6) Termination of Contract**

If the Contractor being an individual or a firm commits any "act of insolvency", or shall be adjudged an insolvent or being an incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee or the Liquidator of such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Bank that he is able to carry out and fulfill the Contract and to give security therefore, if so required by the Bank.

Or if the Contractor (when an individual, firm or incorporated Company) shall suffer execution or other process of Court attaching property to be issued against the Contractor.

Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor.

Or shall charge or encumber this Contract or any payments due or which may become due to the Contractor hereunder.

Further contractors may also be barred from tendering in future for the Bank and its subsidiaries in case of serious breach of contract.

**7) Validity of Proposal**

The proposals from the OEMs shall be valid for a period of 90 days from the date of opening of Price bid and the bidder shall not withdraw his proposal prior to the expiration of the validity period.

**8) Compliance with all statutory requirements**

The Contractor shall comply with all statutory requirements by the local as well as central government authorities if required.

**9) Safety Management**

- i. The contractor shall strictly comply with the provision of safety code annexed hereto.
- ii. Maintain safety management programs to protect workers from hazards through procedures, practices, and inspection of the work areas, materials, equipment, information and training necessary for safe work performance.

## **SECTION C**

### **BIDDER'S PROFILE:**

All the supporting Documents are required to be uploaded on e-tender's website. Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information. **All the documents uploaded should be attested by the bidder.**

| <b>Sr .</b> | <b>Description</b>  | <b>OEMs Response</b>  | <b>Documents Required</b>                                 |
|-------------|---|---|---|
| <b>C.1</b>  | Name of the Bidder/Firm   | Enter your Company name.  | No Documents required                                     |
| <b>C.2</b>  | Permanent Account Number  | Enter Permanent Account No.   | Upload supporting document.                               |
| <b>C.3</b>  | GST No.   | Enter GST No.   | Upload supporting document.                               |
| <b>C.4</b>  | Registered Office address   | Enter your complete registered office address along with Pin code                                     | Upload supporting document.                               |
| <b>C.5</b>  | Email Address   | Enter at least Five Email addresses   | No Documents required                                     |
| <b>C.6</b>  | Phone/Mobile nos.   | Enter at least Five Phone/Mobile nos.   | No Documents required                                     |
| <b>C.7</b>  | Year of Establishment   | Enter year of Establishment   | Upload Certificate of Incorporation.                      |
| <b>C.8</b>  | Status of the firm (Sole Proprietorship/ Partnership/ Ltd. Co./ Others)                         | Enter your status of firm.  | Upload Certificate of Incorporation.                      |
| <b>C.9</b>  | Name of Director/Partner/Proprietor   | Enter Name of Director/Partner/Proprietor   | Upload supporting document.                               |
| <b>C.10</b> | Name of the person who have power of attorney or Authorized Signatory                           | Enter the name.   | Please upload supporting document/power of attorney.      |
| <b>C.11</b> | Account no., Bank name, NEFT Details, Address of the Bank, Branch Name, IFSC Code and MICR code | Enter Account no., Bank name, NEFT Details, Address of the Bank, Branch Name, IFSC Code and MICR code | Please upload copy of cancelled cheque.                   |
| <b>C.12</b> | Net Profit/Loss Made by bidder in 2018-19   | Enter your net profit/loss  | Upload Income Tax Return filed for the year.              |
| <b>C.13</b> | Net Profit/Loss Made by bidder in 2019-20   | Enter your net profit/loss  | Upload Income Tax Return filed for the year.              |
| <b>C.14</b> | Net Profit/Loss Made by bidder in 2020-21   | Enter your net profit/loss  | Upload Income Tax Return filed for the year.              |
| <b>C.15</b> | Annual Turnover of bidder in 2018-19  | Enter your Annual Turnover  | Upload Audited Balance Sheet for the year.                |
| <b>C.16</b> | Annual Turnover of bidder in 2019-20  | Enter your Annual Turnover  | Upload Audited Balance Sheet for the year.                |
| <b>C.17</b> | Annual Turnover of bidder in 2020-21  | Enter your Annual Turnover  | Upload Audited Balance Sheet for the year.                |
| <b>C.18</b> | Details of EMD submitted to Bank of Baroda  | Enter UTR No. and Bank Name along with date   | Upload Scanned copy of NEFT/RTGS/Transfer/Deposit Receipt |

## **SECTION D**

### **ELIGIBILITY CRITERIA:**

All the supporting Documents are required to be uploaded on e-tendering website. Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information. **All the documents uploaded should be attested by the bidder.**

| <b>D.1</b> | <b>Prequalification Criteria for Bidders who is submitting the bid.</b> Company who qualifies all the above criteria can participate in the tender directly or indirectly through authorized Business Partner/System Integrator who qualifies below mentioned criteria.   |                      |   |
|------------|---|----------------------|---|
|            | <b>Prequalification Criteria</b>  | <b>OEMs Response</b> | <b>Documents Required</b>                                     |
| <b>D.2</b> | Bidder should have made net profits during last three financial years. (2018-19, 2019-20, 2020-2021).   | Mention in Yes/No.   | Copy of the last three years audited financial statements     |
| <b>D.3</b> | Bidder Average Annual turnover of the company of last three years should not be less than ₹9.36 lacs.   | Mention in Yes/No.   | Copy of the last three years audited financial statements     |
| <b>D.4</b> | Bidder should have experience in the past for various office /organization across India during the last 7 years as of February 2022.  | Mention in Yes/No.   | Copy of Purchase Orders/Work completion certificate.          |
| <b>D.5</b> | The tenderer(s) in their own name should have satisfactorily executed the work of similar nature in Semi Govt. /Govt. & Public / Private Sector Organizations during last seven (7) years (up to 28.02.2022)<br>a) Three similar completed works each of value not less than the value equal to ₹ 12.48 lacs<br>OR<br>b) Two similar completed works each of value not less than the value equal to ₹15.60 lacs.<br>OR<br>C) One similar completed works each of value not less than the value equal to ₹24.97 lacs | Mention in Yes/No.   | Copy of Purchase Orders/Work completion certificate.          |
| <b>D.6</b> | Bidder must be an Indian firm company/organization registered under Companies Act   | Mention in Yes/No.   | Certificate of incorporation issued by Registrar of Companies |
| <b>D.7</b> | Bidder should have presence of their Registered office / service office at Mumbai.  | Mention in Yes/No.   | Copy of address and contact number                            |

(\*Similar work means Supply, Installation, Testing and Commissioning of Flap Barrier in commercial/institutional building etc.)



## **SECTION: E**

### **TERMS & CONDITIONS**

#### **E.1 General Terms & Conditions**

The tender has to be complete in all aspects including registration and licenses to be submitted along with datasheet.

#### **E.2 Earnest Money Deposit (EMD)**

Earnest Money Deposit of ₹31, 000/- (Rupees Thirty One Thousand only) has to be submitted through NEFT/RTGS. The Earnest Money Deposit of unsuccessful Bidders/OEMs will be refunded on acceptance of the work order by the successful bidder. **Earnest Money Deposit shall not carry any interest.** The EMD of successful bidder will be adjusted while settling the final bill.

##### **The Earnest Money Deposit will be forfeited if:**

- The bidder withdraws his tender before processing of the same.
- The bidder withdraws his tender after processing but before acceptance of "Letter of appointment" to be issued by the Bank
- The selected bidder withdraws his tender before furnishing Bank Guarantee/Security Deposit as required under this Tender.
- The bidder violates any of the provisions of the terms and conditions of this tender specification.

Bidder shall Upload the NEFT/RTGS/Transfer/Deposit receipt. Please note that firms/agencies claiming exemption from submission of EMD under any statutory authority/law (eg. NSIC, MSME etc.) shall be required to submit necessary documents viz. valid registration certificate etc. to the satisfaction of the Bank. Such firms shall ensure to submit copy of valid Registration Certificate duly signed and stamped in a separate cover (in lieu of the EMD).

#### **E.3 Initial Security Deposit**

An amount equivalent to 2% of the accepted tender value shall be deposited within 14 days of issuing of work order by the successful bidder towards the Initial security deposit after adjusting the EMD amount. Thus, the contractor has to submit the difference amount only.

The security deposit will be refunded by the bank after the expiry of the contract. Amount of Security Deposit will be rounded off to the nearest thousand.

Bank Guarantee in lieu of Security Deposit is also acceptable.

#### **E.4 ARTICLE OF AGREEMENT**

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.

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 5 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).

If the contract is with a Partnership or an Individual

IN WITNESS WHEREOF the parties hereto have set their respective hands to these presents and hereof the day and year first hereinabove written

If the contract is with a company.

IN WITNESS WHEREOF the Bank has set its hand to these presents through its duly authorized official and the Bidder/OEM has caused its common seal to be affixed hereunto and has caused these presents to be executed on its behalf through its duly authorized representative / Power of Attorney on the day and year first hereinabove written.

Signature  
(Bank)

Signature  
(OEM/Bidder)





Name and Designation

Address

Bank of Baroda

Baroda Corporate Centre  
Bandra Kurla Complex  
Bandra (East) Mumbai

WITNESSES

- 1.
- 2.

WITNESSES

- 1.
- 2.

**E.5 Place of Order**

Order will be placed by Facilities Management Deptt, Corporate Office Mumbai.

**E.6 Validity Period of the Offer**

The offer shall remain valid for -90- days from the date of opening of price bid.

**E.7 Authorized Signatory**

The selected Bidder/OEM shall submit, at the time of signing the contract, a certified copy of the extract of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company or of Attorney copy to discuss, sign agreements/contracts with the Bank. The Bidder shall furnish proof of signature identification for above purposes as required by the Bank.

The selected Bidder shall indicate the authorized signatory/ies who can discuss and correspond with the bank, with regard to the obligations under the contract.

**E.8 Bank of Baroda reserves the right to**

- Reject any or all responses received in response to the Tender.
- Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery.
- Cancel the selection process as per Tender at any stage, without assigning any reason whatsoever.
- Alter the 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.

**E.9 Cancellation of contract and compensation**

The Bank reserves the right to cancel the contract of the selected Bidder and recover expenditure incurred by the Bank in the following circumstances:

- A. The selected OEM/Bidder commits a breach of any of the terms and conditions of the Tender/contract.
- B. The selected OEM/Bidder becomes insolvent or goes into liquidation voluntarily or otherwise
- C. The progress regarding execution of the contract made by the selected OEM/Bidder is found to be unsatisfactory.
- D. If the delivery is delayed by more than three weeks from the due date of delivery.
- E. If the selected OEM/Bidder fails to complete the due performance of the contract in accordance with the agreed terms and conditions of contract, The Bank would provide 30 days' notice to rectify any breach/ unsatisfactory progress.

**E.10 General Rules And Instructions For Guidance Of Bidder:**

1. The Bank is not liable to pay any interest on the earnest money. The earnest money of the unsuccessful bidder will be refunded without any interest only after the decision to award the work is taken or after the expiry of the validity period of the tender whichever is later.
2. The acceptance of the tender will rest with Bank of Baroda, which does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all of the tenders

received / cancel the tender process at any stage without assigning any reason thereof. All tenders in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected.

3. The Bank reserves the right to waive or change any formalities, irregularities, or inconsistencies in proposal delivery and/or to negotiate any aspect of proposal with any bidder and negotiate with more than one bidder at a time.

4. The Bank reserves to itself the right of accepting the whole or part tender and the bidder shall be bound to perform the same at the rate quoted.

5. The tender for works shall remain open for acceptance for a period of 90 days from the date of opening of Price Bid of the OEMs. If any bidder withdraws his tender before the said period or refuses to execute the documents on its selection, the Bank shall be at liberty to forfeit Earnest Money paid along with the tender.

6. It is obligatory on the part of the bidder to sign the tender documents for all the parts with stamp of firm / company and, after the work is awarded, he will have to enter into an Agreement for each part with the Competent Authority of the Bank.

7. The bidder, apart from being a competent contractor, must associate themselves / himself with the agencies of appropriate class.

8. The Contractor shall not assign the contract. He shall not sublet any portion of the contract except with written permission of Bank of Baroda. In case of breach, Bank has liberty to serve notice and rescind the contract.

9. **a) SECURITY DEPOSIT**

The successful bidder has to deposit total 2% of the contract value as security deposit. The earnest money, already submitted / deposited by them will be considered as security deposit on award of contract and balance amount has to be paid within 14 days of award of contract by way of BC / DD favoring Bank of Baroda payable at Mumbai.

**b) FORFEITURE OF EMD**

i). The bidder withdraws his tender after processing but before acceptance of "Letter of appointment" to be issued by the Bank.

ii) The selected bidder withdraws his tender before furnishing Security Deposit as required under this tender.

iii) The bidder violates any of the provisions of the tender terms and conditions.

10. **CONTRACTOR TO INFORM HIMSELF FULLY:** The OEM/OEM shall be deemed to have carefully examined the work and site conditions including labour, the general and special conditions, the job requirements, schedules of equipment's and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carried out their own investigations to arrive at the rates quoted in the tender. In this regard they 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 meaning of any portion of the general conditions, or the special conditions or the scope of work or any other matter concerning the contract he shall in good time, before submitting his tender, ascertain the particulars thereof by



contacting the concerned officials before tendering. Once a tender is submitted the matter will be decided according to contract conditions etc.

(a) In case of difference between the rates written in figures and words, the rate adopted (in words) for working out the total amount of the item in the tender form, shall be taken as correct. In all other cases the correct rate would be that which is lower.

(b) In all cases of omissions and / or doubts or discrepancies in any item or job requirement, a reference shall be made to the General Manager & Head(FM, COA, PD & RD), whose elucidation, elaboration or decision shall be considered as authentic and final. The contractor shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.

11. All compensation or other sums of money payable by the contractor to the Bank under the terms of this contract may be deducted from the Security Deposit if the amount so permits or from any sums payable to the contractor and the contractors within ten days after such deductions shall make good the amount so deducted to bring the security deposit to its original level.

12. The Bank shall have right to carry an audit / technical examinations of the works and the bill of the contractor including all supporting vouchers, abstracts etc. by any of the persons or organizations as appointed by the Bank/local or statutory bodies. If as a result of the examination or otherwise any sum is found to have been overpaid or over certified it shall be lawful for the Bank to recover the sum from any payment due to the contractor for such work.

13. The OEM/Bidder or any of their employees / officers / staff / personnel / representatives / agents shall not, under any circumstances, be deemed to have any employer-employee relationship with the Bank or any of its employees / officers / staff / representatives / personnel / agents.

14. If for any reason, the Bank is obliged by virtue of the provisions of the Workmen's Compensation Act, 1923 or any statutory modification or re-enactment thereof or any other law relating to workmen to pay compensation to a workmen employed by the Contractor in execution of works or is made to pay any fine or penalty, the Bank shall be entitled to recover from the contractor the amount of compensation fine or penalty so paid.

16. Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the bidder or OEM and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the Bank.

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

Witness

Signature of Bidder

(Seal)

#### **E.11 Disqualification**

Any form of canvassing/lobbying/influence/query regarding short listing status etc. will be a disqualification.



**E.12 Indemnity**

The Bidder shall indemnify and keep indemnified, protect and save the Bank against all claims, losses, damages, costs, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. by the Bidder. The Bidder shall always remain liable to the Bank for any losses suffered by the Bank due to any technical error and negligence or fault on the part of the Bidder. The bidder shall execute an indemnity in favor of Bank on adequate non judicial paper as per Bank's satisfaction.

**E.13 No Commitment to Accept Lowest or Any Tender**

The Bank shall be under no obligation to accept the lowest 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 condition of the Tender.

The Bank will not be obliged to meet and have discussions with any bidder and/or to listen to any representations.

**E.14 Subcontracting**

The Bidder/OEM will not subcontract or permit anyone other than the company personnel to perform any of the work, services or other performance required of the company under this Agreement without the prior written consent of the Bank.

**E.15 Governing Language**

The governing language shall be English.

**OTHER TERMS AND CONDITIONS**

**1. Adherence to Terms and Conditions**

The OEMs who wish to submit responses to this tender should note that they should abide by all the terms and conditions contained in the tender. If the responses contain any extraneous conditions put in by the OEMs, such responses may be disqualified and may not be considered for the selection process. OEMs are required to give comments/compliance against each clause and sub clause.

**2. Governing Law**

The Bids and the subsequent contract with the selected Bidder shall be governed in accordance with the Laws of India and shall be subject to the exclusive jurisdiction of Courts in Mumbai.

**3. Dispute Resolution**

A. Bank of Baroda and OEM shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the agreement. If after 30 days from the commencement of such informal negotiations, Bank of Baroda and OEM have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

B. All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to sole Arbitrator appointed by Bank and the award of the arbitrator shall be final and binding on the parties. The arbitration and reconciliation Act 1996 / amendments thereof and statutory modifications and re-enactments, revisions, if any, thereof, shall apply to the arbitration proceedings and the seat of the arbitration shall be at Mumbai. The expenses incurred by each party with the preparation, presentation, etc. of its proceeding shall be borne by each party itself. The cost of arbitration, including the fees and expense to be paid to the appointed arbitrator shall be shared equally by the parties unless the award otherwise provides.

- C. The arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be the Indian law.
- D. The selected Bidder shall not be entitled to suspend the Services or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Services in accordance with the provisions of the contract/agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

#### 4. **Termination for Default**

The Bank, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, may terminate this contract in whole or in part, if the Bidder fails to perform any obligation(s) under the contract.

In the event of the Bank terminating the contract in whole or in part, the Bank may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered, and the Bidder shall be liable to the Bank for any excess costs for such similar services.

#### 5. **Confidentiality**

This document contains information confidential and proprietary to the Bank. Additionally, the selected Bidder s shall be exposed by virtue of the contracted activities to the internal business information of the Bank. Disclosures of receipt of this RFP or any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the selected Bidder s, premature termination of the contract, and / or legal action against the selected Bidder s for breach of trust.

Selected Bidder shall have to sign a legal non-disclosure agreement with the Bank before starting the project.

The selected Bidder (and its employees) shall not, unless the Bank gives permission in writing, disclose any part or whole of this RFP document, of the proposal and/or contract, or any specification, plan, drawing, pattern, sample or information furnished by the Bank (including the users), in connection therewith to any person other than a person employed by the bidder in the performance of the proposal and/or contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. The employees or the third party engaged by the bidder shall maintain strict confidentiality.

The selected Bidder, its employees and agents shall not, without prior written consent from the Bank, make any use of any document or information given by the Bank or its Authorized personnel, except for purposes of performing the contract awarded. In case of breach, the Bank shall take such legal action as it may be advised. The selected Bidder has to maintain confidentiality even after completion/ termination of the contract.

#### 6. **Authorized Signatory**

The selected bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract.

The selected bidder shall submit at the time of signing the contract, a certified copy of the extract of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The bidder shall furnish proof of signature identification for above purposes as required by the Bank.

#### 7. **Subcontracting**

The selected Bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the selected Bidder under the contract without the prior written consent of the Bank.

#### 8. **Single Point Of Contact & Direct Support**

The bank intends the selected Bidder shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of

this project, notwithstanding the fact that the selected Bidder may appoint / procure services of third party suppliers, to perform all or part of the obligations contained under this RFP and that the bank may for convenience enter into arrangements, including tripartite agreements, with such third party if selected Bidder required.

9. **Information and Secrecy**

The Bidder must provide a written undertaking to the bank to comply with the secrecy provision pursuant to provision of Banking Regulation Act, 1949 and other applicable laws. The Bidder will follow professional ethics and conduct in performing their duties. The Bank has right to terminate the services of the Bidder if it fails to comply with the conditions imposed. The external and internal auditors of the bank will be given right to review the books and internal controls of the Bidder related to the current project.

10. **Other Terms and Conditions**

Bank of Baroda reserves the right to:

- Reject any and all responses received in response to the Tender
- Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery
- Extend the time for submission of all proposals
- Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality)
- Share the information/ clarifications provided in response to tender by any bidder, with any other bidder(s) /others, in any form.
- Cancel the Tender at any stage, without assigning any reason whatsoever.
- Change the time schedule of the Tender for inviting the bids or evaluation thereof.
- Modify the quantity or any specifications related to eligibility or technicalities.

11. **Bid Rejection Criteria**

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

- Bid submitted by holding company and its subsidiary
- Bids submitted by one or more companies having common director/s
- Bids submitted by one or more partnership firms / LLPs having common partners
- Bids submitted by one or more companies in the same group of promoters / management
- Any other bid in the sole discretion of the bank is in the nature of multiple bids.
- Related parties cannot submit bids. In case they do so both/all bids submitted by related parties are liable to be rejected at any stage.
- Bid submitted not as per terms and conditions.
- Bids submitted without EMD or valid NSIC/MSME/KVIC certificates etc.

12. The Successful OEM/Bidder shall not assign the Contract to subcontractor. He shall not sublet any portion of the Contract except with the written consent of the Bank may serve a notice in writing on the Successful Bidder rescinding the contract whereupon the security deposit shall stand forfeited, without prejudice to his other remedies against the Successful Bidder.

13. 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.

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

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

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

17. All necessary permit/license, permission from public authorities etc., if required, has to be arranged by the contractor.
18. Bank discourages the stipulation of any additional conditions by the OEMs along with their offer. The clarifications / conditions etc. of all the OEMs, if any, will be examined and after discussions with all the OEMs in the pre-bid meeting, the conditions acceptable to Bank will be intimated to the OEMs through Addendum/Corrigendum.
19. Bank will deduct TDS, other applicable taxes/surcharge/cess etc. as per norms.
20. Bank reserves the right to accept or reject any/all the offer without giving any reasons thereof.
21. Bank reserves the right to select/reject of the tenders. Conditional tenders/offers are liable to be rejected. Dispute, if any, will be subject to Mumbai jurisdiction only.
22. Faxed or emailed copies of any submission are not acceptable and shall be rejected by the Bank.
23. All supporting documents duly self-attested with digital signature are to be stamped, scanned, uploaded and attached along with online bid.
24. Incomplete or partial or faulty submissions shall be rejected.

In case the lowest tenderer backs out or does not respond to the acceptance letter and/or refuses to execute / sign the contract, re-tendering should be done and delisting of the agency backed out should be considered. Action to forfeit the Earnest Money Deposit of such a tenderer shall be taken after issuing requisite notices etc. for forfeiture.

25. **OPENING OF BIDS:**

Opening of Bids shall be strictly as per schedule under this tender and no request for change in date shall be entertained. Bids not accompanied with EMD will not be opened.

26. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities, and/or the Schedule of Rates and Prices which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.
27. The Contractor shall be responsible for all injury or damage to and property, persons, animals or things, and for all damage to property which may arise from any factor omission on the part of the Contractor or any Sub-Contractor or any nominated Sub-Contractor or any of their employees. The liability under this clause shall cover also, inter alia any damages to structures, whether immediately adjacent to the works or otherwise; any damage to roads, streets, footpaths, bridges as well as damage caused to the building and other structures and works forming the subject matter of this contract. The contractor shall also be responsible for any damage caused to the buildings and other structures and works forming the subject, matter of this contract due to rain, wind, frost or other inclemency of weather. The contractor shall, indemnify and keep indemnified the Bank and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claims.

The contractor shall be responsible for any liability which may not be referred to above and also for all other damages to any person, animal or defective carrying out of this contract, whatever, may be the reasons due to which the damage shall have been caused.

The contractor shall also indemnify and keep Indemnified the Bank against all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any of damage or compensation arising there from.

Without prejudice to the other rights of the Bank against contractors in respect of such default, the Bank shall be entitled to deduct from any sums payable to the contractor the amount of any damages, compensation costs, charges and other expenses paid by the Bank and which are payable by the contractor under this clause.

**28. Termination of Contract by the Bank**

If the Contractor being an individual or a firm commits any “act of insolvency”, or shall be adjudged an insolvent or being an incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee or the Liquidator of such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Bank that he is able to carry out and fulfill the Contract and to give security therefore, if so required by the Bank.

Or if the Contractor (when an individual, firm or incorporated Company) shall suffer execution or other process of Court attaching property to be issued against the Contractor.

Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor.

Or shall assign or sublet this Contract without the consent in writing of the Bank first had and obtained.

Or shall charge or encumber this Contract or any payments due

Or which may become due to the Contractor hereunder.

**29.** Bank of Baroda reserves the right, but not any obligation, to undertake a pre-shipment inspection of the complete central system in a factory test environment. For this purpose, Bank of Baroda’s personnel may visit the factory site, if required.

**30.** In case of any default in services as mentioned in the tender, the bidder shall be blacklisted and the information may be shared with other authorities. If the Bidder/OEM found blacklisted during last -7- years in any of the PSU Bank/ Govt. Organization, then vendor will be disqualified/terminated from the said tender.



**SECTION: F**
**COMPLIANCE**

OEMs have to respond as agreed only the following terms & conditions failing which they are liable to be rejected without further process:

| <b>Sr.</b>  | <b>Description</b>   | <b>OEMs Response</b> |
|-------------|--|----------------------|
| <b>G.1</b>  | We confirm that we will abide by all terms and conditions mentioned in this tender Document.   | Agree only           |
| <b>G.2</b>  | We confirm that we will abide by all the changes made in corrigendum/addendum.   | Agree only           |
| <b>G.3</b>  | We confirm that we will abide by all the new clauses added in the corrigendum/addendum.  | Agree only           |
| <b>G.4</b>  | We confirm that we have uploaded and attached electronically all the relevant documents required as per the provisions of the tender Document.   | Agree only           |
| <b>G.5</b>  | We confirm that the Technical Bid and the Commercial Bid are submitted by us as per the provisions mentioned in the tender Document.   | Agree only           |
| <b>G.6</b>  | We have made a complete review and careful examination of the terms of the tender Document and we hereby unconditionally and irrevocably accept, agree and acknowledge the terms mentioned thereof.  | Agree only           |
| <b>G.7</b>  | We hereby confirm that we satisfy the entire eligibility criterion and Requirements conditions to execute the job as and wherever prescribed in the tender Document.   | Agree only           |
| <b>G.8</b>  | Bank reserves the right for any addition/deletion/alteration of quantities to be supplied before/after awarding the work without any compensation.   | Agree only           |
| <b>G.9</b>  | Bank reserves the right to verify / evaluate the claims independently made by us in this tender Document.  | Agree only           |
| <b>G.10</b> | Bank reserve the right to reject any tender without assigning any reason whatsoever and also does not bind it to accept the lowest or any specific tender. At the sole discretion and determination of the Bank, the Bank may add or alter any other criteria for evaluating the proposals received in response to this tender. The decision of Bank in this regard will be final & binding. | Agree only           |
| <b>G.11</b> | We confirm that we have noted the contents of the tender and have ensured that there is no deviation in filing our response to the tender and that the Bank will have the right to disqualify us in case of any such deviations.   | Agree only           |
| <b>G.12</b> | We agree that the Bank is not bound to accept the lowest or any Bid that the Bank may receive.   | Agree only           |
| <b>G.13</b> | We confirm that rates quoted in Bill of Quantities are exclusive of GST  | Agree only           |
| <b>G.14</b> | We agree that we have not been blacklisted by any PSU Bank / IBA/RBI/Govt. organization/Public Body during the last seven years. Self-Certified letter duly signed on our letterhead is attached.  | Agree only           |

## SECTION: G

### Technical Specifications

|                    |   |
|--------------------|---|
| Application        | Entrance & exit points in corporate offices, manufacturing units, amusement park, where controlled access is essential but both aesthetics & pedestrian throughput is major concern.              |
| Lane Configuration | Single lane OR multiple lane  |
|                    | Two housings (end column) with retractable flap make one lane of access. One housing (inter lane) with two flaps back to back is used in between the end columns to increase the number of lanes. |

#### **Technical Specifications -**

|    |                              |   |
|----|------------------------------|---|
| 1  | Passage clearance            | 520 mm pedestrian lane and 900 mm for wide /Differently abled lane  |
| 2  | Opening/Closing Time         | Less than 1 second  |
| 3  | Hold Open Time               | Should be programmable for 5 seconds  |
| 4  | Site                         | Indoor  |
| 5  | Current Rating               | 1Amp (Typical)  |
| 6  | Weight                       | Heavy duty for strong and sturdy installation   |
| 7  | Dimension (D X W X H) in mm. | For pedestrian lane: 1000 X 260 X 1100 MM ( 260mm is box Width, 1000 mm is height , 1100 Length of flap barrier box) for standard lane  |
|    |                              | For Wide lane: 1000 X 300 X 1100 MM ( 300 mm is box Width, 1000 mm is height, 1100 Length of flap barrier box) for standard lane  |
| 8  | Housing / Casework material  | SS-304  |
| 9  | Intelligence                 | Controller should be Microprocessor based   |
| 10 | Logic Control                | Should have Logic control for flap (Panel) operation depending upon lane configuration.   |
|    | Lane indicator               | On both side of flap barrier cabinet, green arrow and red cross   |
|    |                              | LED Light effect of flaps. Normally it should be blue color and on receipt of valid signal it should become green.  |
| 11 | Throughput                   | Approximate 30 person per minute in case of normally closed mode of operation excluding card reader and validation time.  |
| 12 | Integration                  | Should function seamlessly after integration with any access control system.  |
| 13 | Drive                        | Torque controlled brushless DC motor or Stepper Motor OR Servo positioning drive. Torque limited should be electronic in nature & the blockable torque motor should be with constant torque output and built in thermal protection. |

|                                 |                                   |  |
|---------------------------------|-----------------------------------|--|
| 14                              | Drive Mechanism                   | The flaps are moved by mechanical cranking OR any other reliable Mechanism. The drive unit is a BLDC motor. The built- in micro-controller guarantees precise movement and positioning of flaps. Safety IR beam prevents the flap from closing upon an obstruction. On obstruction of flaps, the controlling logic detects the abnormal condition and reverse the flap to the fully open position. The crankshaft rod should be designed for smooth operation with fast & progressive movements. |
| 15                              | <b>Sensors</b>                    |  |
|                                 | Type                              | All sensors should be transmitter and receiver type.   |
|                                 | Safety                            | The optical beam installed in the housings close to the retractable panels will inhibit the closing of the panel while the Person is in the area of these panels, therefore the injury to a person is nearly impossible.   |
|                                 | Fraud entry or wrong entry sensor | On both side of flap barrier cabinet. On detection of wrong entry flap should be closed.   |
| 16                              | Duty Cycle                        | Continuous use and 100% Duty cycle   |
| 17                              | Operation                         | Should be Bi-directional   |
| 18                              | Retractable Panels (Flaps)        |  |
|                                 | Material                          | 10MM Toughened Glass. Wide lane flap should be telescopic with toughened glass and metal.  |
| 19                              | Normal Mode of Operation          | Normally closed  |
| 20                              | Power Failure                     | Flaps (Panels) should open automatically / should remain closed  |
|                                 |                                   | In the event of power failure, the flaps will drive to the open position (Automatically) and the unit will shut down until power is restored   |
| 21                              | Power Supply                      | Should be driven by AC mains (230 V, 50 Hz)  |
| 22                              | Power Consumption (Typical)       | Should be less than 100 Watts per lane   |
| 23                              | Protection Rating                 | All Housing and internal parts should be made of rust & corrosion free metals  |
| 24                              | Reader mounting arrangement       | Reader mounting (Card) arrangement to be provided on both side of the flap barrier as required.  |
| 25                              | Certification                     | CE Certified   |
| 26                              | Temperature of Operation          | Should operate in temperature range -15 degree Celsius to 60 degree Celsius  |
| 27                              | No of operation                   | The system shall be operational for atleast 5,00,000 operations  |
| 28                              | Sound                             | The system should give sound output in case of illegal entry   |
| 29                              | Emergency                         | The system should have provision for manual override during any exigency   |
| <b>Environment &amp; Safety</b> |                                   |  |
| 30                              | Operating Environment             | Indoor   |
| 31                              | Installation                      | Housing is fixed to a structural floor & will not require support from sidewalls or ceilings. Fixing is normally by means of expanding bolts (Anchor bolts) into granite floor.  |

|    |                                      |   |
|----|--------------------------------------|---|
| 32 | Product Support and supply of spares | Guaranteed for at least five years. Certificate from supplier is required while quoting |
| 33 | IP Rating                            | IP44  |
| 34 | Electrical Safety Standards          | EN 61010/IEC1010  |

### SECTION: H

| APPENDIX -I |  |   |
|-------------|--|---|
| 1.          | Nature of Work                         | Tender for Supply, Installation, Testing and Commissioning of 4 Nos (2-lane) Flap Barrier at Banks Corporate Office Building, BCC & BST, Bandra Kurla Complex, Bandra (east), Mumbai-400 051”.  |
| 2.          | Date of Issue of Tender                | 22/03/2022  |
| 3.          | Last date of submission of tender      | 11/04/2022 @ 15:00 hrs  |
| 4.          | Earnest Money Deposit (EMD)            | ₹31, 000/- by Demand Draft / Banker’s Cheque in favour of Bank of Baroda and payable at Mumbai  |
| 5.          | Date of Commencement on site           | Within 7 days after issue of work order   |
| 6.          | Completion Period                      | Within -45- days after issue of work order.   |
| 7.          | Initial Security Deposit (ISD)         | 2% of contract value to be submitted within 14 days of work order.  |
| 8.          | Retention Money                        | 8% of the gross value of each interim bill subject to ceiling of 5 % of the contract amount including the Initial security deposit.<br><br>50 % of the security deposit shall be released on issue of virtual completion certificate and removal of materials, site clearance etc from site.<br><br>Remaining 50% shall be released 14 days after the end of satisfactory completion of defects liability period. |
| 9.          | Defects Liability Period (DLP)         | 12 months after date of virtual completion  |
| 10.         | Liquidated Damages for Delay           | @ 1% of the contract amount per week subject to a ceiling of 10 % of contract value.  |
| 11.         | Frequency of Interim Bills             | 20 working days   |
| 12.         | Terms of Payment                       | Payment will be released within 30 days from the receipt of bills with all respect.   |
| 13.         | Period of honoring Interim Certificate | 15 days from date of receipt of the Bill  |
| 14.         | Period of honoring the final Bill      | Within 15 days from the receipt of final bill   |

**FINANCIAL BID**



***Tender for Supply, Installation, Testing and Commissioning of 4 Nos (2-lane) Flap Barrier at Banks Corporate Office Building, BCC & BST, Bandra Kurla Complex, Bandra (east), Mumbai-400 051”.***

**Last date of submission of application 11/04/2022 up to 15:00 hrs**

### Section – 1

| Sr. No.   | Description   | Unit | Qty. | Rate (₹) | Amount (₹) |
|-----------|---|------|------|----------|------------|
| <b>A.</b> | <b>For BCC Building</b>   |      |      |          |            |
|           | Supply, Installation, Testing & Commissioning of Flap Barrier (dual lane) for normal lane i.e. both 520 mm passage.   | No   | 1    |          |            |
|           | Supply, Installation, Testing & Commissioning of Flap Barrier (dual lane). One for normal passage (520mm) and another for differently abled person (900mm). | No   | 1    |          |            |
|           | Sub-total   |      |      |          |            |
| <b>B.</b> | <b>For BST Building</b>   |      |      |          |            |
|           | Supply, Installation, Testing & Commissioning of Flap Barrier (dual lane) for normal lane i.e. both 520 mm passage.   | No   | 1    |          |            |
|           | Supply, Installation, Testing & Commissioning of Flap Barrier (dual lane). One for normal passage (520mm) and another for differently abled person (900mm). | No   | 1    |          |            |
|           | Sub-total   |      |      |          |            |
|           | <b>TOTAL ( A+B )</b>  |      |      |          |            |

### Section – 2

| Sr. No. | Description   | Unit | Qty. | Rate (₹) | Amount (₹) |
|---------|---|------|------|----------|------------|
|         | Annual Maintenance Contract (Comprehensive) for the above Flap Barrier (4-dual lane) for the period of Five Years including supply of Spares as required, after the Defects Liabilities period of 365 days. |      |      |          |            |
| a.      | 1st Year  | Nos  | 4    |          |            |
| b.      | 2nd Year  |      |      |          |            |
| c.      | 3rd Year  |      |      |          |            |
| d.      | 4 <sup>th</sup> Year  |      |      |          |            |
| e.      | 5 <sup>th</sup> Year  |      |      |          |            |
|         | Total for Section - 2   |      |      |          |            |
|         | Grand Total for section 1 & 2   |      |      |          |            |
|         | Amount in word( )   |      |      |          |            |

(GST shall be paid as extra as applicable)