



**REQUEST FOR PROPOSAL (RFP)
FOR SUPPLY, INSTALLATION, TESTING
& COMMISSIONING OF 4 UNITS OF LIFTS
INCLUDING BUY BACK OF THE
EXISTING LIFTS AT BANK'S
RESIDENTIAL BUILDING, BARODA
ADITYA, R-4E, NEAR AMERICAN
SCHOOL, BANDRA KURLA COMPLEX,
MUMBAI – 400 051**

Bank of Baroda
Facilities Management Department
1st floor, BCC Building, C-26, G-Block, BKC

[A] Important Dates:

#	Particulars	Timeline
1	Name of the Tender	Request for proposal (RFP) from Original Equipment Manufacturers (OEMs) only for supply, installation, testing & commissioning of 4 units of lifts including buy back of the existing lifts at bank's residential building, baroda aditya, r-4e, near american school, bandra kurla complex, mumbai – 400 051
2	RFP Issuance Date	02.12.2023
3	RFP Coordinator details (Bank)	Mr. Dhananjay Purekar, Chief Manager, Facilities Management Department Tel- 02266985106/5102/5779
3	Availability of RFP document	RFP will be available on our Bank website www.bankofbaroda.in/tenders The RFP may be downloaded from the Tender Section by the OEM/bidders. No hard copy of the RFP will be made available by the Bank. Bidders are advised to refer/check Bank's website for any additional instruction/addendum/corrigendum (if any) till 24 hours of tender submission time
4	Tender Fee	NOT APPLICABLE
5	Estimated Cost	Rs. 1,06,00,000/- (Rupees One Crore Six Lacs Only)
6	Bid Security (Earnest Money Deposit)	Rs. 1,00,000/- (Rupees One Lakh Only)
7	Mode of Tender	Online
8	Address for online submission of bids (technical as well as commercial bids)	Bid must be submitted online on https://www.tenderwizard.com/BOB/
9	Address for opening of bids	https://www.tenderwizard.com/BOB/
10	Contact Details of M/s. e-Procurement Technologies Ltd.(ETL), Ahmedabad	ITI Limited, Tenderwizard Helpdesk Team eprocurebob@etenderwizard.com Helpdesk Contact No: +91-80-45811365 & +91-80-45982100 Mr. Senthil:+91- 8693843194 For more details, check under Contact us at home page of e-procurement portal https://www.tenderwizard.com/BOB/

11	Last Date of Written request for Clarifications Before the Pre-bid Meeting	11.12.2023 <ul style="list-style-type: none"> ○ OEM/bidder to submit a maximum of -2- participant's name, contact number, designation and e-mail ID for pre bid meeting on em.bcc@bankofbaroda.com along with pre-bid queries.
12	Pre - bid Meeting details	<ul style="list-style-type: none"> ○ Pre bid meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams) on 12.12.2023 at 11:30AM. ○ Meeting invite Link will be sent by the Bank to OEM/bidder's provided email IDs to join the Online Meeting as per the schedule mentioned above. ○ OEM/bidder representatives will have to click the Bank provided link (provided in the e-mail) to join the On-Line Pre-bid meeting
13	Last Date of Submission of RFP Response (Closing Date & Time for receipts of bids)	3:00 PM on 22.12.2023
14	Technical Bid Opening Date	3:30 PM on 22.12.2023
	Commercial Bid	The commercial bids of only those OEM/bidders who qualify in both eligibility/technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible OEM/bidders.

[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank, BOB means 'Bank of Baroda'
2. RFP means the Request For Proposal document
3. Proposal, Bid Tender means RFP response documents prepared by the OEM/bidder and submitted to Bank of Baroda
4. Support means Support & Services to be provided as part of the Scope of Work
5. Annual Maintenance Contract (AMC)
6. Central Vigilance Commission (CVC)
7. Earnest Money Deposit (EMD)
8. Recipient, Respondent, Vendor, OEM/bidder, OEM means the respondent to the RFP document
9. Service Level Agreement (SLA)
10. Single Person of Contact (SPOC)
11. SITC means Supply, Installation, Testing and Commissioning.
12. OEM means "Original equipment manufacturer".

Please note:

- I. Any OEM/bidder from a country which shares a land border with India will be eligible to bid in this tender only if the OEM/bidder is registered with the Competent Authority.
- II. "OEM/bidder" (including the term 'tenderer', 'consultant' or 'OEM' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of OEM/bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "OEM/bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the

- beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful OEM/bidder shall not be allowed to sub-contract works to any OEM/bidder from a country which shares a land border with India unless such OEM/bidder is registered with the Competent Authority.

Debarment from bidding means

- (i) A OEM/bidder shall be debarred if he has been convicted of an offence—
- (a) Under the Prevention of Corruption Act, 1988; or
 - (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- (ii) A OEM/bidder debarred under sub-section (i) or any successor of the OEM/bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Department of Commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.
- (iii) A procuring entity may debar a OEM/bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the OEM/bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website.
- (iv) The OEM/bidder shall not be debarred unless such OEM/bidder has been given a reasonable opportunity to represent against such debarment
- (v) A bidder can also be debarred for any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the Ministry/Department, warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide “Bid Securing Declaration” etc

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 OEM/bidders or any person acting on behalf of the OEM/bidders strictly adhere to the instructions given in the document and maintain confidentiality of information. The OEM/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

Contents

Introduction	7
1. Project overview and Scope of Work	7
2. Contract Period	7
3. Pre-Qualification for Submission of Bid	8
4. Bid Security / Earnest Money Deposit	8
5. Performance Bank Guarantee.....	9
6. Sub - Contracting.....	10
7. Service Level Agreement and Non-Disclosure Agreement.....	10
8. Compliance with Laws	10
9. Termination	11
10. Grievance Redressal and Dispute Resolution.....	11
11. Governing Laws	12
12. Prevention of Corrupt and Fraudulent Practices	12
13. Authorized Signatory.....	12
14. Bid submission by related parties.....	13
15. Right to Reject Bids.....	13
16. General Terms and conditions	13
17. Information Confidentiality	19
18. Disclaimer.....	19
Guideline for E-TENDERING	19
Annexure 01 - Guidelines for submission details	26
Annexure 02 - Evaluation Terms.....	28
Annexure 03- Declaration/ Undertaking from OEM/bidder	44
Annexure 04- Bid Security Letter (Earnest Money Deposit).....	46

Annexure 05- Undertaking from the OEM/bidder	48
Annexure 06 - Pre Bid Queries Form.....	50
Annexure 07- Conformity Letter.....	51
Annexure 08- Project Details and Scope of Work	52
Annexure 09- Commercial Bid	70
Annexure 10 - Performance Guarantee	74
Annexure 12 - Service Level and Non-Disclosure Agreement	77

Introduction

Bank of Baroda is one of the largest Public Sector Bank (PSU) in India with a branch network of over 8100+ branches in India and 95+ branches/offices overseas including branches of our subsidiaries, distributed in 15+ countries.

Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051 (hereinafter referred to as the “Bank”) which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this RFP document, hereinafter called RFP, to eligible Original Equipment Manufacturers (OEMs), hereafter called as ‘OEM/bidders’, participate in the competitive bidding for Supply, Installation, Testing & Commissioning of 4 Units Of Lifts including Buy Back of Old Lifts At Bank’s Residential Building, Baroda Aditya, R-4E, Near American School,. B K C, MUMBAI – 400 051.

1. Project overview and Scope of Work

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda (“the Bank”) to select an **Original Equipment Manufacturers (OEMs) only** for Supply, Installation, Testing & Commissioning of 4 Units Of Lifts including Buy Back of Old Existing Lifts At Bank’s Residential Building, Baroda Aditya, BKC, Mumbai.

The Bank, for this purpose, invites proposal from **OEM/bidders** who are interested in participating in this RFP who fulfill the eligibility criteria mentioned under Annexure 02 and are also in a position to comply with the Project Scope mentioned in Annexure 08. Apart from the above the OEM/bidder must also agree to all our terms & conditions mentioned under this RFP.

The detailed scope of work and technical specifications are mentioned in the Annexure 08. However, Bank reserve the right to modify/ change the scope of work at any phase of this contract.

2. Contract Period

The Bank shall enter into an agreement with successful OEM for Supply, Installation, Testing & Commissioning of 4 Units Of Lifts including Buy Back of Old Existing Lifts At Bank’s Residential Building, Baroda Aditya, R-4E, Near American School, B K C, MUMBAI – 400 05. The work of execution of the lifts should be completed within 6 months of award of work. The units installed will have Defects Liability Period (DLP) or warranty

period of 1 year post successful installation & handing over to the Bank. Subsequently, the lifts shall be under Comprehensive Annual Maintenance Contract for a period of 10 years.

3. Pre-Qualification for Submission of Bid

OEM/bidders satisfying the eligibility conditions (mentioned in Annexure 02) and General terms and conditions specified in this document and ready to provide the said “Services” in conformity with Scope of Work stipulated in Annexure 08, may submit their bid online on or before the time line stipulated in the Table [A]: Important Dates.

Bids submitted by any other means will not be accepted by the Bank.

4. Bid Security / Earnest Money Deposit

OEM/bidders are required to provide an Earnest Money Deposit (EMD) of an amount as mentioned in Table [A]: Important Dates - Bid Security (Earnest Money Deposit)” i.e. Rs. 1,00,000/- (Rupees One Lakh Only) at the time of submission of the bid document. OEM/bidder shall submit Earnest Money Deposit (EMD) amount online through NEFT/RTGS on the details below:

Bank: BANK OF BARODA

Branch: Bandra East

IFSC: BARB0BANEAS ('0' is Zero)

Account Type: OD

Account No.: 29040400000417

The proof of same is required to be submitted along with bid documents. The Bank may reject the bid of concerned OEM/bidder if they fail to provide the EMD.

4.1 Bid submitted without the Earnest money deposit will be summarily rejected. Non-submission of Earnest Money Deposit in the format prescribed in RFP will lead to outright rejection of the Offer. The EMD of unsuccessful OEM/bidders will be returned by the Bank within two weeks from closure of the RFP. No interest shall be paid on Bid security deposit. The EMD (Earnest Money Deposit) of successful OEM/bidder will be returned on submission of Performance Bank Guarantee/ Security Deposit.

4.2 The bid security amount/ Earnest money deposit (EMD) would be forfeited in the following scenarios:

- a) In case the OEM/bidder withdraws their bid prior to validity period of the bid for any reason whatsoever;
- b) In case of the successful OEM/bidder, if the OEM/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
 - Fails to provide the performance guarantee within 21 days from the purchase order date, for any reason whatsoever; or

- Fails to comply with any other condition precedent to signing the contract specified in the solicitation documents.

4.3 Exemption to OEM/bidders from submission of Bid Security Amount / EMD:

Exemption from submission of EMD shall be given to OEM/bidders, who are Micro and Small Enterprises (MSEs) / Startups. The OEM/bidders who are MSE has to submit necessary document issued by NSIC and the OEM/bidders who are startups has to be recognized by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC/DIPP which are valid on last date of submission of the tender documents. MSEs/startups firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for EMD exemption. Such OEM/bidders have to submit a “Bid Security Declaration” accepting that if they withdraw or modify their bids during period of validity of the bid, they will be suspended for 6 months.

4.4 Preference to make in India initiative

Government has issued Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 15.06.2017 and subsequent revisions vide Order No. 45021/2/2017-PP (BE-II) dated 16-9-2020 to encourage ‘Make in India’ and to promote manufacturing and production of goods, services and works in India with a view to enhancing income and employment.

Preference will be given with the criteria laid down by Bank and as per procedures laid down in Public Procurement (Preference to Make In India)order 2017, revision dated 16/09/2020 vide order P-45021/2/2017-PP (BE – II) dated 16-9-2020 issued by GOI.

The guidelines under PPP-MII order and subsequent revisions as mentioned above shall be applicable subject to OEM/bidder submitting with Class-I/Class-II local content certificate for the quoted product.

This project involves use of customized/specialized gadgets requiring the personnel employed to safeguard public & Bank’s property. It is prudent to have firms with the requisite experience in this field. Hence, considering the procurement of services related to Public and Bank’s property, no exemptions/relaxation shall be given to a any Entity.

5. Performance Bank Guarantee

5.1 The successful OEM/bidder shall provide a Performance Bank Guarantee (PBG) within 21 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided under Annexure 10. The value of PBG should be 5% of the total contract value of execution i.e. Section -1 of Commercial bid, valid for entire period of the SITC contract including DLP plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a Nationalized Bank only, other than Bank of Baroda.

5.2 In the event of non-performance of obligation or failure to meet terms of this Tender or subsequent agreement, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the OEM/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 OEM/bidder should be included in the remaining amount of the contract value.

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

5.4 If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the bid security amount/ EMD provided by the OEM/bidder, will be forfeited.

6. Sub - Contracting

The selected OEM/ vender shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under this project. In case any particular specialized service as prescribed in the scope of work requires subcontracting, it need to be specified in the proposal/ response document with all the details of the work/ services. Please note that no work/services shall be subcontracted without the prior permission from the Bank in writing

7. Service Level Agreement and Non-Disclosure Agreement

7.1 The successful OEM/bidder shall execute a) Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA) (As per Annexure12), which contains all the services and terms and conditions of the services to be extended as detailed herein. The successful OEM/bidder shall execute the SLA and NDA and provide the same along with acceptance of Purchase Order.

7.2 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 successful OEM/bidder.

8. Compliance with Laws

8.1 Compliance in obtaining approvals/permissions/licenses: The OEM/bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project. Also the OEM/bidder shall comply with the provisions of code of wages, and other labor welfare legislations. In the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. The Bank will give notice of any such claim or demand of liability within reasonable time to the OEM/bidder.

8.2 The OEM/bidder is not absolved from its responsibility of complying with the statutory obligations as specified above.

9. Termination

9.1 Bank reserves the right to terminate this RFP at any stage without any notice or assigning any reason.

9.2 At any time during the course of the RFP process or before the award of contract or after execution of the contract that one or more terms and conditions laid down in this Request For Proposal has not been met by the OEM/bidder or the OEM/bidder has made material misrepresentation or has given any materially incorrect or false information, Bank may terminate his contract and may invoke performance bank guarantee or forfeit the security deposit as the case may be. Further bank may impose such restriction/s on the defaulting OEM/bidder as it deemed fit.

9.3 After the award of the contract, if the selected OEM/bidder does not perform satisfactorily or delays execution of the contract, Bank may terminate his contract and may invoke performance bank guarantee or forfeit the security deposit as the case may be. The Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same. In such an event, the OEM/bidder is bound to make good the additional expenditure which the Bank may have to incur for the execution of the balance of the contract

10. Grievance Redressal and Dispute Resolution

10.1 Any OEM/bidder who claims to have a grievance against a decision or action with regards to the provisions of this RFP may file a request to the General Manager (Facilities Management Department) at gm.em.bcc@bankofbaroda.com. It may please be noted that the grievance can be filed by only that OEM/bidder who has participated in Procurement proceedings in accordance with the provisions of this RFP. All letters must be addressed to the following:

General Manager-FM, COA, Security, PD& RD.
Bank of Baroda, Baroda Corporate Centre
1st Floor, BCC Building, C-26, G-Block, BKC, Mumbai, 400051.

Dispute Resolution:

10.2 The Bank and the OEM/bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers of the Bank and the OEM/bidder, any disagreement or dispute arising between them under or in connection with this RFP.

10.3 If the Bank project manager and OEM/bidder project manager/ director are unable to resolve the dispute within thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the OEM/bidder and Bank respectively.

10.4 If within thirty days from the commencement of such negotiations between the senior authorized personnel designated by the OEM/bidder and Bank, the Bank and the OEM/bidder are unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.

10.5 All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or

after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings.

10.6 The seat and place of arbitration shall be Mumbai. The language of arbitration proceedings shall be English. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings.

10.7 The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party.

11. Governing Laws

This RFP and the subsequent contract shall be governed and construed and enforced in accordance with the laws of India. Both the Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this RFP, only the courts in Mumbai shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

12. Prevention of Corrupt and Fraudulent Practices

12.1 Every OEM/bidders / OEMs / OEM/bidders are expected to observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of the policy:

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

12.2 The Bank reserves the right to reject a proposal for award if it determines that the OEM/bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

12.3 The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

13. Authorized Signatory

The selected OEM shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected OEM shall submit at the time of signing the contract, a certified copy of the resolution of

their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The OEM/bidder shall furnish proof of signature identification for above purposes as required by the Bank.

14. Bid submission by related parties

14.1 If related parties (as defined below) submit more than one bid then both /all bids submitted by related parties are liable to be rejected at any stage at Bank's discretion:

- a) Bids submitted by holding company and its subsidiary company;
- b) Bids submitted by two or more companies having common director/s
- c) Bids submitted by partnership firms / LLPs having common partners
- d) Bids submitted by companies in the same group of promoters/management

15. Right to Reject Bids

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

- a) It is not in conformity with the instructions mentioned in the RFP document.
- b) It is not accompanied by the requisite Earnest Money Deposit (EMD).
- c) It is not properly or duly signed.
- d) It is received through Telex / telegram / fax
- e) It is received after expiry of the due date and time.
- f) It is incomplete including non- furnishing the required documents.
- g) It is evasive or contains incorrect information.
- h) There is canvassing of any kind.
- i) Submitted by related parties
- j) It is submitted anywhere other than the place mentioned in the RFP.

Further Bank reserves the rights to:

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

16. General Terms and conditions

16.1 The RFP document is not a recommendation; offer to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation

being agreed between the Bank and any successful OEM as identified by the Bank, after completion of the selection process as detailed in this document.

16.2 Information Provided: The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, OEM/bidders, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.

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

16.4 Costs Borne by Respondents: All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.

16.5 No Legal Relationship: No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.

16.6 Recipient Obligation to Inform Itself: The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

16.7 Evaluation of Offers: Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of OEM/bidder, not limited to those selection criteria set out in this RFP document.

16.8 The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement. The OEM/bidders unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

16.9 Acceptance of Terms: the OEM/bidders will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document

16.10 Only one submission of response to RFP by each Respondent will be permitted.

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

16.12 The Bank expects that the OEM appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.

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

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

16.15 All responses received after the due date/time as mentioned in "Table A: Important Dates - Last Date of Submission of RFP Response (Closing Date)" would not be considered by the system.

16.16 The Bank has established RFP coordinators to provide a venue for managing OEM/bidder relationship and other requirements through the Bank's decision making body for contract clarification. All the queries and communication must be addressed to the RFP coordinators / contact persons from the Bank mentioned in "Table A: Important Dates - RFP Coordinator".

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

16.18 All questions relating to the RFP, technical or otherwise, must be in writing and addressed to the addresses given in point "Table 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.

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

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

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

16.22 OEM/bidder should submit their Eligibility & Technical and Commercial bids.

16.23 All submissions, including any accompanying documents, will become the property of the Bank. The OEM/bidder shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of

evaluation, to disclose the contents of the submission to other OEM/bidders who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents

16.24 All responses should be in English language. All responses by the OEM/bidder to this tender document shall be binding on such OEM/bidder for a period of 180 days after opening of the Technical bids.

16.25 The OEM/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 OEM/bidder subsequent to the closing date and time for submission of the offers.

16.26 The OEM/bidders required to quote for all the components/services mentioned in the "Project scope" and all other requirements of this RFP. In case the OEM/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.

16.27 Based on the Bank's requirements as listed in this document, the OEM/bidder should provide their commercial. In case the OEM/bidder unable to fulfill the requirements, then their response would be considered as improper and the whole tender submitted by the OEM/bidder is liable to be rejected. The OEM/bidder is expected to provide the best option and quote for the same.

16.28 In the event the OEM/bidder has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the OEM/bidder's and responded to by the OEM/bidder, the same will be deemed to be provided by the OEM/bidder at no extra cost to the Bank.

16.29 The Bank is not responsible for any assumptions or judgments made by the OEM/bidder for proposing the deliverables. The Bank's interpretation will be final.

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

16.31 All out of pocket expenses, traveling, boarding and lodging expenses for the entire period of the contract should be a part of the financial bid submitted by the OEM/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 OEM/bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.

16.32 Responses to this RFP should not be construed as an obligation on the part of the Bank to award a contract / purchase contract for any services or combination of services. Failure of the Bank to select a OEM/bidder shall not result in any claim whatsoever against

the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.

16.33 By submitting a proposal, the OEM/bidder agrees to contract with the Bank within the time period prescribed by the bank. Failure on the part of the successful OEM/bidder to execute an agreement with the Bank will relieve the Bank of any obligation to the OEM/bidder, and a different OEM/bidder may be selected based on the selection process.

16.34 The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the OEM/bidders. In the event the OEM/bidders not willing to accept the terms and conditions of the Bank, the OEM/bidder may be disqualified. Any additional or different terms and conditions proposed by the OEM/bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing

16.35 The OEM/bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The OEM/bidder represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the OEM/bidder at no additional cost to the Bank. The OEM/bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the OEM/bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the OEM/bidder to fulfill all the terms and conditions of this RFP.

16.36 The OEM/bidder covenants and represents to the Bank the following:

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

16.37 The execution, delivery and performance under an Agreement by OEM/bidder:

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

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

16.39 The Bank would not assume any expenses incurred by the OEM/bidder in preparation of the response to this RFP and also would not return the bid documents to the OEM/bidders

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

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

16.42 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 OEM/bidders and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.

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

16.44 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 procurement. The Bank will not be obliged to meet and have discussions with any OEM/bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase

16.45 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.

16.46 Price Discussion – It is absolutely essential for the OEM/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 OEM/bidder in discussions on the prices quoted.

16.47 If the Bank is not satisfied with the offers in the tender document and observes major deviations, the bids of such OEM/bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such OEM/bidders in respect of the subject bid.

16.48 The OEM/bidder shall perform its obligations under this Tender as an independent OEM/bidder, and shall not engage subcontractor to perform any of the Deliverables or Services without the prior permission from Bank. Neither this Tender nor the OEM/bidder's performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the OEM/bidder or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.

16.49 The OEM/bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub-contractor and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The OEM/bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent OEM/bidder of services; and the OEM/bidder will make all required payments and deposits of taxes in a timely manner.

17. Information 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 OEM/bidders or any person acting on behalf of the OEM/bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. The OEM/bidders 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 circumstances being brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

18. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, OEM/bidders, 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 RFP 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, OEM/bidders, representatives, agents, or advisers.

Guideline for 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. Respondents are to provide detailed evidence to substantiate the reasons for a late tender submission. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to tender. The Bank has no liability to any Respondent who lodges a late tender response for any reason whatsoever.

The OEM/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 well before this submission date. A link for enrolment of new OEM/bidders has been provided on the above link. All OEM/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 OEM/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

Primary Contact Number

- Mr. Senthil : +91- 8693843194

Alternate Contact Numbers

- Mr. Sandeep Gautam : +91-8800496478
- HelpDesk : +91-8800115821

Contact No. for other activities

- Registration Help Desk : +91-80-45811365 & +91-80-45982100
(Kindly put "REGISTRATION/PROFILE UPDATE" in the subject line of the email to eprocarebob@etenderwizard.com)

- e-procurement queries : +91-80-45811365 & +91-80-45982100

(Kindly put "E-PROCUREMENT QUERIES" in the subject line of the email to 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 OEM/bidder to schedule their online demo in advance with support team to avoid last minute rush.

1.1. 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. Tender document will not be sold / issued manually.

Only those tender offers shall be accepted for evaluation for which non-refundable Application Money and Earnest Money Deposit (EMD) is deposited as per the terms mentioned in this tender.

1.2. Preparation & Submission of Bids

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.

1.3. Do's and Don'ts for OEM/bidder

- ▶ Registration process for new OEM/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 OEM/bidders are advised to start the process of upload of bid documents well in advance.
- ▶ OEM/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 OEM/bidder's infrastructure and connectivity.
 - To avoid last minute rush & technical difficulties faced by OEM/bidders in uploading/submission of bids, OEM/bidders are required to start the uploading of all the required documents -01- week in advance for timely online submission of bid.
- ▶ OEM/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 OEM well in advance.
- ▶ OEM/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 OEM.
- ▶ OEM/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 OEM/bidders will not be processed and will be summarily rejected.

1.4. Guidelines to OEM/bidders for Electronic Tendering System

1.4.1. Pre-requisites to participate in the Tenders

Registration of OEM/bidders on e-procurement portal of Bank of Baroda:

The OEM/bidders 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, OEM/bidders have to generate User ID and password on www.tenderwizard.com/BOB. The OEM/bidders may obtain the necessary information on the process of registration/enrollment either from Helpdesk Support Team: +91-80-45811365 & +91-80-45982100 or may download OEM/bidder Help Manuals available under “Help Manuals/ Latest Circulars/ Formats” on home page of e-procurement portal i.e. www.tenderwizard.com/BOB.

1.4.2. 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 OEM/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 OEM/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 OEM/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. The OEM/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.

1.4.3. Recommended Hardware and Internet Connectivity

To operate on the Electronic Tendering System, the OEM/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 11 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

1.5. Steps to participate in the e-Tenders

1.5.1. Online viewing of Detailed Notice Inviting Tenders

The OEM/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.

1.5.2. Download of Tender Documents

The Pre-qualification / Main Bidding Documents are available for free downloading.

1.5.3. 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 OEM/bidders are required to enter the data and encrypt the data/documents using the Digital Certificate / Encryption Tool wherever applicable.

- 1.5.4.** Close for Bidding: After the expiry of the cut-off time of Online Submission of Tender stage to be completed by the OEM/bidders has lapsed, the Tender will be closed by the Tender Authority.
 - 1.5.5.** Online Final Confirmation: After submitting all the documents OEM/bidders need to click on “Final Submission” tab. System will give pop up “You have successfully completed your submission” that assures submission completion.
 - 1.5.6.** Short listing of OEM/bidders for Commercial Bidding Process: The Tendering Authority will first open the Technical Bid documents of all OEM/bidders and after scrutinizing these documents will shortlist the OEM/bidders who are eligible for Commercial Bidding Process. The short-listed OEM/bidders will be intimated by email.
 - 1.5.7.** Opening of the Commercial Bids: The OEM/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 OEM/bidders shall be made available on the bank’s e-procurement portal after the completion of opening process.
 - 1.5.8.** Tender Schedule (Key Dates) : The OEM/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.
- 1.6.** Important Points: The Bid hash values are digitally signed using valid Class – III Digital Certificate issued by any Certifying Authority. The OEM/bidders are required to obtain Digital Certificate well in advance.
- a. The OEM/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 both Pre-bid / Pre-qualification and Financial Bidding Processes.

Steps by step detailed OEM/bidder 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. 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. OEM/bidders are advised to ensure system availability and prepare their bid well before time to avoid last minute rush. OEM/bidders can fix a call with support team members in case guidance is required by calling on helpdesk number.

Annexure 01 - Guidelines for submission details

Technical Bid to contain the following (All the Documents should be signed by authorized representative of OEM/bidder)		
Section#	Section Heading	Performa Given
1.	Covering letter certifying compliance of Eligibility Criteria and Scope of Work compliance -	OEM/bidder to provide
2.	Important Information	Appendix -I
3.	Eligibility criteria compliance	Annexure 02
4.	Undertaking as Per Rule 144 (xi) in the General Financial Rules (GFRs), 2017. Declaration/ undertaking from OEM/bidder regarding applicability of restrictions on procurement from a OEM/bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23 rd July 2020 issued by Ministry of finance department of expenditure. (Signed /Digitally signed documents from authorized representative of OEM/bidder & OSD/ OEM)	Annexure 03 along with Copy of certificate of valid registration with the Competent Authority (If applicable)
5.	Bid Security (Earnest Money Deposit) from OEM/bidder or Bid Security Declaration (For Micro and Small Enterprises (MSE) / Startups)	Annexure 04
6.	Letter of Undertaking from the OEM/bidder	Annexure 05
7.	Conformity Letter	Annexure 07
8.	Technical Proposal: The proposal based on Technical Specification compliance should be submitted with pages properly numbered, each page signed and stamped.	OEM/bidder need to provide the documents for compliance of all technical requirement mentioned in Annexure 08.
9.	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	OEM/bidder to provide
10.	Service Level And Non-Disclosure Agreement Format	Annexure 12

Commercial Bid should be strictly as per Commercial bid format (Annexure - 09). Any commercial bid submitted not in conformity with Annexure - 09 and provided along with the Eligibility and Technical bid, then whole bid will be rejected outright.

APPENDIX -I		
1.	Nature of Work	<i>Tender for Supply, Installation, Testing and Commissioning of 4 No. New Lifts (Elevators) at Banks Owned Residential Building at Baroda Aditya, G Block, BKC, Mumbai including buy back of the existing lifts at site.</i>
2.	Date of Commencement of Work including mobilization period at site	Within -10- days after issue of work order
3.	Completion Period	Within -6- months after issue of work order. (Completion/Commissioning of lift/elevator shall be on pro-rata basis on successful testing, commissioning and handing over of lift along with submission of lift license from statutory authorities on pro-rata basis).
4.	Defects Liability Period	12 months from the date of successful handing over of Lift i.e. on issuance of Virtual Completion Certificate.
5.	Security Deposit	<p>The security deposit shall be an amount equivalent to 5% of the accepted tender amount of execution i.e. Section -1 of Commercial bid. The security deposit shall include EMD.</p> <p>50 % of the security deposit shall be released on issue of virtual completion certificate and removal of materials, site clearance etc. from site.</p> <p>Remaining 50% shall be released 14 days after the end of satisfactory completion of defects liability period.</p> <p>Bank Guarantee will also be acceptable issued from a scheduled Bank valid for a period of 90 days beyond the date of entire period of the SITC contract and such other extended period as the Bank may decide for due performance of the project obligations. The same shall be refunded after virtual completion of work on submission of new BG (2.5% of contract value) for DLP of -1- year having three months grace period.</p>
6.	Performance Guarantee	In addition to security deposit, successful OEM has to submit Performance Guarantee in the form of BG amounting to 5% of the total contract value of execution i.e. Section -1 of Commercial bid, valid for entire period of the SITC contract including DLP plus 3 months and such other extended period as the

		Bank may decide for due performance of the project obligations
7.	Liquidated Damages for Delay	@ 1% of the contract value of execution i.e. Section -1 of Commercial bid per week subject to a ceiling of 10 % of contract value of execution i.e. Section -1 of Commercial bid (including authorized additions).
8.	Terms of Payment	<p>1. 70% of the amount quoted under Section-1 of the Financial Bid (Annexure 9) shall be released after delivery of material of -4- lifts at site with all required documentation, test certificates as may be required and its verification/ inspection. Payment will be released by the Bank on production of following documents.</p> <ul style="list-style-type: none"> ➤ Original copy of GST Invoice. ➤ Original copy of Delivery Challan. ➤ Verification of the work by the Bank. ➤ Factory Test Report of the material used at S acceptance from Bank. ➤ Material gate pass copy with quantity. ➤ OEM/bidders shall make necessary arrangements for road permit etc, if any. <p>2. 15% amount quoted under Section-1 of the Financial Bid (Annexure 9) shall be released after completion of installation in all respects and taking away of all dismantled material for the lift(s) and carting away of the debris/ waste from the Bank's Site as per BMC/Local Municipal Authority norms.</p> <p>3. Balance 15% amount quoted under Section-1 of the Financial Bid (Annexure 9) shall be released after all statutory clearances including Lift License are obtained and lift(s) are handed over after required testing & commissioning.</p>
9.	Period of honoring Interim Bills	Within 30 days from date of receipt of the Bill
10.	Period of honoring the final Bill	Within 60 days from the receipt of final bill

Annexure 02 - Evaluation Terms

The evaluation/selection process will be done with **combination of eligibility, technical competence and commercial aspects** as detailed here below.

Stage 1 – Eligibility/Technical Evaluation: Stage 1 will be to ascertain the eligibility of the OEM to bid for the project. Only those OEM/bidders who fulfil the minimum eligibility criteria mentioned below will proceed to the next step.

Bank’s evaluation committee can select one or more of the above mentioned parameter for evaluation at the sole discretion and determination of the Bank. The Bank may also add any other relevant criteria for evaluating the proposals received in response to this RFP.

Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.

Stage 2- Commercial Bid Evaluation Criteria

Commercial bids shall be opened only for those OEM/bidders who comply with all the technical/eligibility requirements detailed in this RFP document. The final selection of the OEM/bidder shall be based on **lowest commercial** (i.e. L1 OEM/bidder) quote criteria submitted by the OEM/bidders.

A. Eligibility Criteria

Pre-qualification / eligibility criterion for the OEM/bidder to qualify this stage is clearly mentioned below. The OEM/bidder would need to submit/upload supporting documents digitally signed by authorized representative of the OEM/bidder as part of the eligibility proof. All dates, if not specified, to be applicable from the date of the RFP. 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 OEM/bidder.

Sr .	Description	OEM/bidders Response	Documents Required
C.1	Name of the OEM/bidder/Firm	Enter your Company name.	No Documents required
C.2	Permanent Account Number	Enter Permanent Account No.	Upload supporting document.
C.3	GST No.	Enter GST No.	Upload supporting document.
C.4	Registered Office address	Enter your complete registered office address along with Pin code	Upload supporting document.
C.5	Email Address	Enter at least Five Email addresses	No Documents required
C.6	Phone/Mobile nos.	Enter at least Five Phone/Mobile nos.	No Documents required

C.7	Year of Establishment	Enter year of Establishment	Upload Certificate of Incorporation.
C.8	Status of the firm (Sole Proprietorship/ Partnership/ Ltd. Co./ Others)	Enter your status of firm.	Upload Certificate of Incorporation.
C.9	Name of Director/Partner/Proprietor	Enter Name of Director/Partner/Proprietor	Upload supporting document.
C.10	Name of the person who have power of attorney or Authorized Signatory	Enter the name.	Please upload supporting document/power of attorney.
C.11	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.
C.12	Net Profit/Loss Made by OEM/bidder in 2020-21	Enter your net profit/loss	Upload Income Tax Return filed for the year.
C.13	Net Profit/Loss Made by OEM/bidder in 2021-22	Enter your net profit/loss	Upload Income Tax Return filed for the year.
C.14	Net Profit/Loss Made by OEM/bidder in 2022-23	Enter your net profit/loss	Upload Income Tax Return filed for the year.
C.15	Annual Turnover of OEM/bidder in 2020-21	Enter your Annual Turnover	Upload Audited Balance Sheet for the year.
C.16	Annual Turnover of OEM/bidder in 2021-22	Enter your Annual Turnover	Upload Audited Balance Sheet for the year.
C.17	Annual Turnover of OEM/bidder in 2022-23	Enter your Annual Turnover	Upload Audited Balance Sheet for the year.
C.18	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
C.19	The OEM/bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017. or The OEM/bidder is from such a country	Enter remarks in Yes/No	Upload undertaking as per Annexure-03

	and has been registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure I to the said Office Memorandum / Order and we submit the proof of registration herewith.		
C.20	Number of years of experience in the field and details of work in any other field	Mention the number of years of experience of the firm in the field.	Provide completion certificate for similar executed works.
C.21	Address of Mumbai office through which the proposed work of the Bank will be handled and the name & designation of professional in charge.	Enter your office address in Mumbai.	Upload supporting document.
C.22	Detailed description and value of works done (Proforma 1) and works on hand (Proforma 2)	Fill in the proforma and attach supporting documents.	Upload proforma 1 & 2 along with supporting documents like completion certificate, work order resp etc.
C.23	Applicants should have requisite trade/ manufacturing / factory license from appropriate authority	Enter requisite details	Upload requisite document
C.24	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	Provide details of person/officials of the organization for which you have executed works.	No Documents required

	performance of your organization.		
C.25	<p>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.</p> <p>Give name of court, place, and status of pending litigation.</p>	Provide details of litigation if any.	<p>Upload supporting documents.</p> <p>Upload declaration on your letter head if no civil suits/litigations.</p>
C.26	<p>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.</p>	Provide details of pending litigation if any.	<p>Upload supporting documents.</p> <p>Upload declaration on your letter head if not applicable.</p>
C.27	Undertaking regarding local office at Mumbai.	To be filled if no permanent office in Mumbai.	Upload declaration on your letter head.
C.28	The company / firm has not defaulted to any Bank within the jurisdiction of India.(CIBIL report of the company / firm)	Provide required details.	Upload declaration on your letter head if not applicable.
C.29	The OEM/bidder should not be owned or controlled by any Director or Employee of the Bank (or their Relatives)-Self declaration by the OEM/bidder on	Provide required details.	Upload declaration on your letter head if not applicable.

	Company's letter head conforming the same.		
C.30	The OEM/bidder should not have been penalized or found guilty in any court of law and shall not have been blacklisted / debarred by any Central Government Ministry/ Bank/ RBI/ IBA/ any regulatory authority. Self- Certification by the Architect on Company's letter head to be provided. However, Bank would have the right to independently verify the same.	Provide required details.	Upload declaration on your letter head if not applicable.

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 OEM/bidder.**

S. No.	Prequalification Criteria	OEM/bidders Response	Documents Required
D.1	Name of the OEM/bidder/Firm	Enter your Company name.	No Documents required
D.2	OEM/bidder should have made net profits during last three financial years. (2020-21, 2021-22, 2022-23).	Mention Yes/No. in	Copy of the last three years audited financial statements duly certified by CA
D.3	OEM/bidder Average Annual turnover of the company of last three years should not be less than 32 Lakhs.	Mention Yes/No. in	Copy of the last three years audited financial statements duly certified by CA
D.4	OEM/bidder should have experience in SITC of lifts in the past in various office / organization/ residential	Mention Yes/No. in	Copy of Purchase Orders/Work completion certificate.

	complex across India during the last 7 years as of Nov 2023.		
D.5	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 30.11.2023) a) Three similar completed works each of value not less than the value equal to ₹ 43 Lakhs. OR b) Two similar completed works each of value not less than the value equal to ₹ 53 Lakhs. OR C) One similar completed works each of value not less than the value equal to ₹85 Lakhs.	Mention Yes/No.	in Copy of Purchase Orders/Work completion certificate.
D.6	OEM/bidder should have presence of their Registered office / service office at Mumbai.	Mention Yes/No.	in Copy of address and contact number
D.7	Valid GST Registration	Mention in Yes /No with GST No	GST Registration Certificate.

All dates if not specified to be applicable from the date of the RFP.

(***Similar Job means Supply, Installation, Testing and Commissioning of New Lifts in Residential/Commercial building etc. of minimum G+10 storeys in Semi Govt. /Govt. & Public / Private Sector Organizations**).

The technical bids of only those OEM/bidders who fulfills the above mentioned eligibility criteria will be evaluated. The Technical Proposal submitted by the OEM/bidder will be evaluated as per the criteria specified below: Bid of agencies who are not furnishing above information will be summarily rejected).

PORFORMA – 1

**LIST OF PROJECTS EXECUTED BY THE ORGANISATION DURING THE
LAST 7 YEARS (Minimum Value of Work done not less than Rs. 43 lacs)**

S I N O	Name of work/ project with address.	Name & full postal address of the owner. Specify	Contract Amount (Rs.)	Stipulat ed time of completi on (Years)	Actu al time of comp letion (year s)	Any other relevant information. Actual amount of the Project, if increased, give reasons.	Enclose client's certificat e for satisfact ory completi on.

Notes:

1. Information has to be filled up specifically in this format. Please do not write remark "As indicated in Brochure".
2. Date shall be reckoned from the date of advertisement of the notice in newspapers.
3. 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. 43 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.) with copy of Work Order & completion certificate from project in- charge.	Stipulated time of completion (Years)	Present status of the project	Any other relevant Informati on.

Note:-

Information has to be filled up specifically in this format.

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

OEM/bidders who meet these criteria would only qualify for the commercial bid opening.

Technical Particulars sheet			
(TO BE FILLED IN BY THE OEM/BIDDER- Noncompliance to any parameter shall lead to disqualification)			
Supply, Installation, Testing and Commissioning of 4 Nos. New Lifts (Elevators) at Banks Owned Residential Building at Baroda Aditya, BKC, Mumbai			
Sr.No.	Description of item	As per Tender	As proposed by OEM/bidder
1	Machine Make	As per OEM	
2	Lift Machine Type	Gear Less Machine to be located in Machine Room	
3	No of Passenger	8 persons, 544 KGs	
4	Capacity in Kg	544 KGs	
5	Total Stop	11 Stops, 11 Openings Front opening all floor, Telescopic same side	
6	Opening	G, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10	
7	Speed (meters per second)	1.5 meters per second	
8	Travelling distance	29000 mm	
9	Machine room	Located at site above lift well. (vendor should visit site and quote accordingly)	
10	Pit Depth available	1650 mm (vendor should visit site and quote accordingly)	
11	Lift Shaft Available	1790 mm wide x 1780 mm deep (vendor should visit site and quote accordingly)	
12	Head Room Available	4460 mm (approx). (vendor should visit site and quote accordingly)	
13	Traction Media	Wire Rope OR Flat coated steel belt.	
14	Drive	AC VVVF drive to be provided with Power Supply AC 400v +/- 10%, 50 Hz, 3phase	
15	ARD System with maintenance free battery	Built In, Suitable to work on failure of any of single phase from 3 phase supply on Auto mode and on full load.	
16	Car size	Car Size for 08 Passengers would be 1000 mm x 1400 mm x 2200 mm as per IS Code	
17	Operation Type	Simplex, full collective, two	

		position key operated switch for 'with Attendant' and 'without Attendant' operation.	
18	Car Enclosure	Scratch resistant SS of grade 304 with thickness 1.5 mm (Honey Comb Finish).	
19	Car Door Opening	Clear Entrance Width of door shall be 800mm or more as per IS code 14665 (Part-1): 2000	
20	Fire rating	Lift landing doors shall have a minimum fire resistance rating of 2 hours for integrity, which shall be duly certified by Govt. Authority.	
21	Hand rail to meet guidelines for barrier free built up environment	To be provided as per OEM (preference SS mirror finish)	
22	Car Platform	MS with bracings of adequate size to sustain the impact load of cabin + passenger with safety factor of fire.	
23	Car flooring	20mm thick Granite of approved colour	
24	Car Ceiling	SS finish with aesthetic appearance.	
25	Fan	Axial/Blower type cross flow with automatic sleep timer.	
26	Light	LED ceiling light.	
27	Car Operating Panel(COP)	On any side of door opening with emergency alarm push and door opening push.	
28	Landing operating Panel(LOP)	Separate , Hall Lantern on each floor	
29	Push button	SS with braille and tactile markings.	
30	Display	Floor & Direction indication in car and lobby with TFT / LCD / LED display.	
31	Emergency Light & Alarm	LED light with Lithium Battery and alarm buzzer. (Operation for minimum 1 hour in case of failure of power and ARD)	

32	Door Sensor	Full height infrared curtain with multiple crossing light beams (Minimum 150 Beams)	
33	Facia plate	Required as per OEM.	
34	Protection against power fluctuation	Required as per OEM.	
35	Car Guide Rail	To be provided as per OEM	
36	Counter Weight Guide Rail	HT 60x50x16mm (minimum).	
37	Safety	i. Daily brake testing feature	
		ii. Car door lock feature	
		iii. Over speed activation mechanism by mechanical centrifugal system and not by electronic sensing device	
		iv. Manual rescue lever provision	
		v. Emergency stop device	
		vi. Mechanical door safety device	
		vii. Unlocking facility from outside	
		viii. Audio visual indication in the lift car showing overloading shall be provided such that doors kept open till excess load is removed	
		ix. Fire man's switch operation at ground floor.	
		x. Car top safety barricade	
		xi. Detection device shall be as per OEM	
		xii. Door time protection.	
38	Switch gear for power supply to motor	As per OEM/Licensing authority.	
39	Switch gear for power supply to other accessories	As per OEM/Licensing authority.	

40	Buffer	As per OEM	
41	Travelling cable	As per OEM	
42	Motor	AC permanent magnet synchronous (PMSM)	
43	Rating	Not more than 7.3 KW	
44	Insulation	Class F	
45	Degree of protection	IP 21	
46	MP3 Voice Annunciator / Synthesizer	Voice annunciator with suitable music shall be provided in lift car.	
47	Communication	To & fro push and talk device with wiring between car, control room and guard room/ reception	
48	24*7 Remote Monitoring System	To enable the OEM to carry out predictive maintenance as per the information received through remote monitoring system	
49	Civil Work	Any civil works in lift shaft and machine room required for installation / erection and commissioning of lift shall be deemed included, no extra cost shall be paid, however granite / marble fixing around all landing door opening is not Included in the scope of OEM/bidder.	
50	Electrical Work	Any Electrical works in lift shaft and control panel required for installation / erection and commissioning of lift along with Electrical cabling from Meter Room to control panel shall be deemed included, no extra cost shall be paid.	
51	Liaisoning	OEM/bidder has to provide all working drawings, documents and liaisoning services for obtaining all necessary permission /	

		approvals from lift inspector and other Concerned Local authorities. Necessary support shall be provided by the Bank in this regard.	
51	Erection	As per OEM by adhering all safety guidelines	
52	Hoist Door (Landing)	S.S two panel Telescopic Opening Auto door in Aesthetic Finish (SS 304)	

Signal operation: -

- Combined luminous button and digital position indicator on all floor.
- Luminous COP (Car operative panel) with Braille button and position indicator in car.
- Over load warning audio visual indication in car.
- Fireman switch with protective glass and S.S. face plate.
- Emergency Alarm bell operated from car inside and Emergency light immediately becomes on during power failure.
- Intercom operative from car inside to send the message to lobby by passenger traveling in car.
- Pit Flood switch
- CCTV provision in the Lift
- Phase Failure/ Phase Reversal Protection
- Floor Announcement System
- Automatic light and/or fan cut off circuit when elevator not in use.
- Double enameled copper wire earthing of motor.
- RCCB of suitable rating to be supplied with equipment.
- Top of car inspection box and car top barricade essential.
- Assured leveling accuracy ± 5 mm.
- Controlled acceleration /deceleration ensuring Smooth and jerk free start and stopping of elevator.
- In built protection to restrict over travel of car in upward direction.
- All the following equipment must be earthed:-Machine, Motor, Car, Door Lock, Car frame and platform, Car operating panel, Door operator and others which will eventually or occasionally touched by the passenger or elevator mechanic during operation / maintenance.

Please Note :-

1. All Dimensions are subject to change as per actual site condition.
2. L-1 identified OEM/bidder to furnish BAR chart/timeline for execution of Lift replacement activity
3. Old Lifts are to be dismantled & New Lifts are to be replaced in phased manner without hampering the movement/commute of the Building residents.

B. Commercial Bid Evaluation

The commercial bids of only those OEM/bidders who qualify in eligibility and technical bid evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible OEM/bidders. OEM/bidders are required to quote as per the Commercial Bid format mentioned under Annexure 09.

The decision of the Bank shall be final and binding on all the OEM/bidders to this document. The Bank reserves the right to accept or reject an offer without assigning any reason whatsoever. The OEM/bidder is expected not to add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.

The proposal of L1 (Lowest OEM/bidder) shall be recommended for award of contract.

Commercial Bids Terms

- a. In the event the Bank has not asked for any quotes for alternative prices, and the OEM/bidder furnishes the alternative price in the OEM/bidder's financial bid, the higher of the prices will be taken for calculating and arriving at the Total Cost of Ownership. However, payment by the Bank will be made at the lower price. The Bank in this case may also reject the offer outright.
- b. In the event optional prices are not quoted by the OEM/bidder, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the participating OEM/bidder will be taken as the costs, for such alternatives and also for arriving at the Total Cost of Ownership for the purpose of evaluation of the OEM/bidder. The same item has to be supplied by the OEM/bidder free of cost
- c. The OEM/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 OEM/bidders post the completion of the technical evaluation.
- d. The prices and other terms offered by OEM/bidders must be firm for an acceptance period of 180 days from the opening of the technical bid.
- e. 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 OEM/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 OEM/bidder's proposal shall be passed on or adjusted to the Bank. If the OEM/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. The tendered rates shall be firm and shall not be subject to any variations, on account fluctuations in the market rate or any other source. Hence, no adjustments in the costs of materials and labour etc. shall be allowed based on price variation clause governed by IEEMA (Indian Electrical and Electronic Manufacturers Association) or any other institution.

- f. 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 OEM/bidder, for any reason including the delay or failure or inability of the OEM/bidder to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the OEM/bidder along with the documentary evidence. If the OEM/bidder does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the OEM/bidder from the Bank along with the interest calculated at commercial rate.
- g. Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected OEM/bidder will be final and binding on the OEM/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 OEM/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 OEM/bidder”.
- h. The Bank is not responsible for any assumptions or judgments made by the OEM/bidder for arriving at any type of costing. The Bank at all times will benchmark the performance of the OEM/bidder to the RFP and other documents circulated to the OEM/bidder and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the OEM/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 OEM/bidder and the Bank’s interpretation will be final.
- i. 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.
- j. The Bank is not responsible for the arithmetical accuracy of the bid. The OEM/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 OEM/bidder. The Bank at a later date will not accept any plea of the OEM/bidder or changes in the commercial offer for any such assumptions.
- k. 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 RFP, and the OEM/bidder is expected to provide the same at no additional cost to the Bank. The OEM/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 OEM/bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP

Annexure 03- Declaration/ Undertaking from OEM/bidder

Regarding applicability of restrictions on procurement from a OEM/bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure

(This letter should be on the letterhead of the OEM/bidder duly signed by an authorized signatory)

To
General Manager-Facilities Management
Bank of Baroda
1st floor, BCC Building, C-26, G-Block, BKC

Sir,

Sub: RFP for Supply, Installation, Testing & Commissioning of 4 Units Of Lifts including Buy Back of Old Existing Lifts At Bank's Residential Building, Baroda Aditya, BKC, Mumbai

We, M/s ----- are a private/public limited company/LLP/Firm *<strike off whichever is not applicable>* incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at ----- (referred to as the "OEM/bidder") are desirous of participating in the Tender Process in response to your captioned RFP and in this connection we hereby declare, confirm and agree as under:

We, the OEM/bidder have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any OEM/bidder from a country which shares a land border with India and / or sub-contracting to OEM/bidders from such countries.

In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the OEM/bidder hereby declare and confirm that:

Please strike off whichever is not applicable

1. "I/ we have read the clause regarding restrictions on procurement from a OEM/bidder of a country which shares a land border with India; I/ we certify that _____ is not from such a country."
2. "I/ we have read the clause regarding restrictions on procurement from a OEM/bidder

of a country which shares a land border with India; I/ we certify that _____ is from such a country. I hereby certify that _____ fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached.]”

In case the work awarded to us, I/ we undertake that I/ we shall not subcontract any of assigned work under this engagement without the prior permission of bank.

Further we undertake that I/we have read the clause regarding restrictions on procurement from a OEM/bidder of a country which shares a land border with India and on sub-contracting to OEM/bidders from such countries; I certify that our subOEM/bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a OEM/bidder from such countries unless such OEM/bidder is registered with the Competent Authority. I hereby certify that our subOEM/bidder fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached herewith.]”

2. We, hereby confirm that we fulfill all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process.

We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

3. This declaration cum undertaking is executed by us or through our Authorized person, after having read and understood the terms of RFP and the Office Memorandum and Order.

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

OEM/bidder's Corporate Name

Address

Email and Phone #

List of documents enclosed:

1. Copy of certificate of valid registration with the Competent Authority (strike off if not applicable)

Annexure 04- Bid Security Letter (Earnest Money Deposit)

(OEM/bidder need to provide the details of Bid Security (EMD))

Pro forma for MSE / Startups in lieu of EMD

For Micro and Small Enterprises (MSE) / Startups need to provide Bid Security Declaration in following format in lieu of Form Bid security (EMD)

(For Micro and Small Enterprises (MSE) / Startups)

To

General Manager-Facilities Management

Bank of Baroda

1st floor, BCC Building, C-26, G-Block, BKC

Sir,

Sub: RFP for Supply, Installation, Testing & Commissioning of 4 Units Of Lifts At Bank's Residential Building, Baroda Aditya, BKC, Mumbai

1. I/We, the undersigned, declare that M/s.....is a Micro and Small Enterprise and the copy of registration certificate issued by NSIC/DIPP for Micro and Small Enterprises (MSE) / Startups which are valid on last date of submission of the tender documents are enclosed.
2. I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration as per Rule 170 of General Financial Rules (GFRs)2017 by Micro and Small Enterprises (MSEs).

OR

2A. as per the tender / RFP no:floated for at para no: a Bid

Declaration Form in lieu of Bid Security is required to be submitted by me/ as per Rule 170 of General Financial Rules (GFRs)2017 by Micro and Small Enterprises (MSEs).

3. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of 6 months from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We
 - a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
 - b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to OEM/bidders.
4. I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful OEM/bidder, upon the earlier of (i) the receipt of your notification of

the name of the successful OEM/bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

5. I/We declare that I am the authorized person ofto make the declaration for and on behalf of Letter of Authority for executing declaration is enclosed

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of : (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of OEM/bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: in case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the Bid)

Annexure 05- Undertaking from the OEM/bidder

To
General Manager-Facilities Management
Bank of Baroda
1st floor, BCC Building, C-26, G-Block, BKC

Sir,

Sub: RFP for Supply, Installation, Testing & Commissioning of 4 Units Of Lifts At Bank's Residential Building, Baroda Aditya, BKC, Mumbai

1. Having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.
3. We agree to abide by this Tender Offer for 180 days from date of Technical bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
4. All 'Bill of Material' line items have been quoted as per requirement in Commercial Bid format without any deviation.
5. Commercial Bid (Annexure 09) have been submitted without any deviation.
6. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
7. a) We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

(b) Commission or gratuities, if any paid or to be paid by us to agents relating to this Bid and to Contract execution, if we are awarded the Contract are listed below.
 - i. Name and Address of the Agent -(please specify NA if not applicable)
 - ii. Amount and Currency in which Commission paid / payable -(please specify NA if not applicable)
 - iii. Purpose of payment of Commission (If commission is not paid / not payable indicate the same here) -(please specify NA if not applicable)
8. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.

9. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

OEM/bidder's Corporate Name

Address

Email and Phone #

Annexure 06 - Pre Bid Queries Form

(Please note that all pre-bid queried need to be send by email in excel format only)

[Please provide your comments on the Terms & conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Scope of work, Approach, Work plan, Personnel schedule, Curriculum Vitae, Experience in related projects etc. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.]

Name of the Respondent:

RFP name and no:

Contact Person from Respondent in case of need.

Name :

Tel No:

e-Mail ID:

Sr. No.	Page #	Point / Section #	Category (Eligibility/ Scope / Commercial / Legal / General / Any Other)	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation
1					
2					
3					
4					
5					
6					

Authorized Signatory

Name:

Designation:

OEM/bidder's Corporate Name

Address

Email and Phone #

Date:

Annexure 07- Conformity Letter

(This letter should be on the letterhead of the OEM/bidder duly signed by an authorized signatory)

To
General Manager-Facilities Management
Bank of Baroda
1st floor, BCC Building, C-26, G-Block, BKC

Sir,

Sub: RFP for Supply, Installation, Testing & Commissioning of 4 Units Of Lifts At Bank's Residential Building, Baroda Aditya, BKC, Mumbai

Further to our proposal dated, in response to the Request for Proposal..... (Bank's tender No. hereinafter referred to as "RFP") issued by Bank of Baroda ("Bank") we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory

Name:

Designation:

OEM/bidder's Corporate Name

Address

Email and Phone #

Annexure 08- Project Details and Scope of Work

The OEM should have following criteria

- a) The Lift manufacturer shall comply with BIS standards, duly certified by designated labs / certifying agencies.
- b) The Manufacture shall be compliant to the Public procurement (Preference to Make in India), Order 2017 (as amended from time to time) issued by the Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry.
- c) The manufacturer shall furnish an undertaking regarding availability of spares for the entire life of the lift i.e. 15 to 20 years.
- d) The complete Lift installation including its components, safety devices, various types of controls etc., testing, inspection, operation & maintenance shall conform to relevant Codes / Standards / Code of Practices / Guidelines / Safety / Rules / Inspection Manual(s) / Rules issued by Bureau of Indian Standards, as amended up to the last date of receipt of tenders.
- e) Quality Standards shall conform to IS/ISO-9001:2015 as amended.
- f) The Down Time of installed lifts, which are being maintained by the manufacturer, shall not be more than 4 hours (average) in case of minor faults and 3 days (average) in case of major faults in last one year. The data to be considered shall be for last financial year.

A. Project Scope

- On receipt of intimation from the Employer of the acceptance of his/their tender, the successful tenderer shall be bound to implement the contract agreement within Fourteen days thereof, the successful tenderer shall sign the agreement in accordance with the draft agreement and the schedule of conditions but the written acceptance by the Bank of Baroda of a tender will constitute a binding contract between the Bank of Baroda and the person so tendering, whether such formal agreement is subsequently executed or not. The cost of necessary stamp paper for execution of the agreement shall be borne by successful tenderer.

- The OEM/bidder shall not assign the Contract to sub-contractor. He shall not sublet any portion of the Contract except with the written consent of the Employer Bank may serve a notice in writing on the OEM/bidder rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the OEM/bidder.
- The OEM/bidder shall buy back the existing lifts at Bank's building. Requisite amount (credit) to be entered in the commercial bid.
- The OEM/bidder shall carry out all the work strictly in accordance with drawings, details and instructions of Bank's Engineer. Submission of General Arrangement Drawings within the timelines specified in the tender and making all changes thereto as may be reasonably required by PFCL as per the advice of its Consultant. 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 Representative, they desire the OEM/bidder to carry out the same, the OEM/bidder shall carry out the same without any extra charge.
- Design and Fabrication / manufacture of equipment in accordance with the specifications laid down in this tender Agreement. The OEM shall maintain during the progress of the Work "As-Built" drawings indicating the current status of the Work as actually performed. Upon final completion of the Work, the OEM shall prepare and submit to Bank four (04) hard bound sets and One (1) soft copy of revised "As-Built" drawings as necessary in line of the Work as actually performed at Final Completion along with the Electrical circuit drawing.
- Time to time Certificate Training of Bank personnel on safe operation, handling and general upkeep of equipment shall be undertaken by the contractor. Also emergency rescue trainings shall be provided to the Lift operators and technical staff deployed by Bank. This has to be done at-least once before handover of equipment, twice before expiry of defects liability period and every year during the paid AMC period.
- 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.
- The tenderer 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, 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.

- 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 or any conditions whatsoever. GST will be paid extra as applicable. No claims will be paid in respect of sales tax, excise duty, Octroi or other tax duty or levy by the Bank.
- The OEM/bidder 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.
- Time allowed for carrying out the work as mentioned shall be strictly observed by the tenderer and it shall be reckoned from the tenth day after written order to commence the work is issued.
- The work shall throughout the stipulated period of the Contract be proceeded with all due diligence and if the OEM/bidder fails to complete all the work within the specified period he shall be liable to pay compensation of the Conditions of Contract. The tenderer shall before commencing work prepare a detailed work program which shall be approved by the Employer. OEM/bidders shall be liable to pay Liquidated damages against delay of the work @ 1 % per week of delay of the estimated amount shown in the tender or contract amount whichever is higher. Maximum liquidated damages shall be 10 % of the accepted contract sum (including addition for authorized increase, if any).
- Tenders will be considered from reputed Manufacturers – OEM (Lift) OEM/bidders in trade concerned. Each tenderer shall submit with his tender a list of large works of a like nature he has executed giving details as to their magnitude and cost of the proportion of work done by the OEM/bidder in it and the time within which the work were completed.
- The OEM/bidder 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.
- 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.

- The OEM/bidder 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.
- OEM shall have the responsibility to ensure safety of lift material against pilferage and damage till the installation is handed over to the Bank.
- The tenderer 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. In case the make is not mentioned, the decision of the Bank in respect of specifying the same shall be final and binding on the OEM/bidder.
- The OEM/bidder shall strictly comply with the provision of safety code annexed hereto.
- The security deposit of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the Contract.
- LIFT IDENTIFICATION PLATES-Lift identification numbers stating e.g. “LIFT 1, A wing” shall be provided in the following locations for each lift by the lift contractor: -
 - All landing entrance headers
 - Top of the COP in car
 - On each lift control panel
 - Each Car top control station
 - Each Machine
 - Each safety governor
 - Each pit switch

Materials & workmanship to confirm to description	All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or Specifications and in accordance with the Bank’s instructions, and the OEM/bidder shall upon the request of the Bank furnish it with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The OEM/bidder shall at his own cost arrange for and/or carry out any test of any materials which the Bank may require as per the testing schedule of tender.
OEM/bidder’s superintendence and representative on the works.	The OEM/bidder shall give all necessary personal superintendence during the execution of the works, and as long thereafter as the Bank may consider necessary until the expiry of the “Defects Liability Period” stated in the Appendix hereto.
Dismissal of workmen.	The OEM/bidder shall on the request of the Bank immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Bank.
Access to works	The Employer, their respective representatives shall at all reasonable times have free access to the work and/ or to the

	workshops, factories or other places where materials are lying or from which they are being obtained and the OEM/bidder shall give every facility to the Employer.
Schedule of Quantities.	The Schedule of Quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Method of Measurement.
Sufficiency of Schedule of quantities	The OEM/bidder 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.
Measurement of works	<p>The Bank may from time to time intimate to the OEM/bidder that he requires the works to be measured, and the OEM/bidder shall forthwith attend or send a qualified Agent to assist the Bank.</p> <p>The OEM/bidder Should not attend or neglect or omit to send such Agent then the measurement taken by the Bank shall be taken to be correct measurements of the works. Such measurements shall be taken in accordance with the Mode of Measurements detailed in the Specifications.</p> <p>The OEM/bidder or his Agency may at the time of measurement take such notes and measurements as he may require.</p>
Unfixed materials when taken into account to be the property of the Employer.	Where in any Certificate (of which the OEM/bidder has received payment), the Bank has included the value of any unfixed materials intended for and/or placed on or adjacent to the works such materials shall become the property of the Employer and they shall not be removed except for use upon the works, without the written authority of the Bank. The OEM/bidder shall be liable for any loss of, or damage to, such materials.
Defects after virtual completion.	Any defect, shrinkage, settlement or other faults which may appear within the "Defects Liability Period" stated in the Appendix hereto or, if none stated, then within twelve months after the virtual completion of the works, arising in the opinion of the Bank from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Bank, and within such reasonable time as shall be specified therein, be amended and made good by the OEM/bidder, at his own cost and in case of default the Employer may employ and pay other persons to amend and make good such defects, shrinkage, settlement or other faults, and all damages loss and expenses consequent thereon or incidental thereto shall be made good and borne by the OEM/bidder and such damage, loss and expenses shall be recoverable from him by the Employer.

Certificate of virtual completion & defects liability period.	The works shall not be considered as completed until the Bank has certified in writing that they have been virtually completed. The Defects Liability Period shall commence from the date of Hand over along with Lift License and necessary Certificates.
Other persons employed by Employer.	The Employer reserves the right to use premises and any portions of the site for the execution of any work not included in this Contract which it may be desire to have carried out by other persons, and the OEM/bidder shall allow all reasonable facilities for the execution of such work, but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the Employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the OEM/bidder shall not be responsible for any damage or delay which may happen to or occasioned by such work.
Insurance in respect to damages to persons and property.	The OEM/bidder 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 OEM/bidder or any Sub-OEM/bidder or any nominated Sub-OEM/bidder or any of their employees. The liability under this clause shall cover also, interalia 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 OEM/bidder 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 OEM/bidder 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 OEM/bidder 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 125% of the amount of the contract (Section-1 of Price Bid i.e. SITC only) including third party insurance, earthquake risk in the joint names of the employer and the OEM/bidder (the name of the former being placed first in the policy) against all risk as per the standard all risk policy for OEM/bidders and deposit such policy or policies with the employer before commencing the works.
	The OEM/bidder 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.

	<p>The OEM/bidder shall also indemnify and keep indemnified the Employer against all claims which may be made against the Employer by any person in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense, effect and maintain until the virtual completion of the contract, with an Insurance Company approved by the employer a policy of Insurance in the joint names of the Employer and the OEM/bidder (name of the former being placed first in the policy) against such risk and deposit such policy or policies before commencement of the works.</p> <p>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 OEM/bidder 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 OEM/bidder or of Sub-OEM/bidder 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.</p>
	<p>In default of the OEM/bidder insuring as provided above, the employer may so insure and may deduct the premiums paid from any moneys due or which may become due to the OEM/bidder.</p>
	<p>The OEM/bidder shall be responsible for any liability which may not be covered by the Insurance Policies 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.</p>
	<p>The OEM/bidder shall also indemnify and keep Indemnified the Employer 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.</p>
	<p>Without prejudice to the other rights of the employer against OEM/bidders in respect of such default, the employer shall be entitled to deduct from any sums payable to the OEM/bidder the amount of any damages, compensation costs, charges and other expenses paid by the employer and which are payable by the OEM/bidder under this clause.</p>
	<p>The OEM/bidder shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works</p>

	destroyed or damaged. In this event all the money received from the Insurer in respect of such damage shall be paid to the OEM/bidder and the OEM/bidder shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.
	The OEM/bidder, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the Bank deem fit, but shall, however, not be entitled to reimbursement by the employer of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein
Date of commencement and completion.	The OEM/bidder shall be allowed admittance to the site on the "Date of Commencement" stated in the Appendix hereto, or such later date as may be specified by the Bank and he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the Bank may desire to delay) on or before the "Date of Completion" stated in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained.
Damage for non-completion	If the OEM/bidder fails to complete the works by the date stated in the Appendix or within any extended time reasonably to have been completed the OEM/bidder shall pay the Employer the sum named in the work order as "Liquidated Damages" for the period during which the said work shall so remain incomplete and the employer may deduct such damage from any moneys due to OEM/bidder.
Delay and extension of time.	If in the opinion of the Bank the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through the OEM/bidder's own default or (d) by the works or delays of other OEM/bidders or Tradesmen engaged or nominated by the Employer or the Bank and not referred to in the Schedule of Quantities and/or Specification or (e) by reason of Bank's instructions or (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequences of the OEM/bidder not having received in due time necessary instructions from the Bank for which he shall have specifically applied in writing or (h) from other causes which the Bank may certify as beyond the control of OEM/bidder or (i) in the event, the value of work exceed the value of the priced schedule of quantities owing to variations the Bank may with previous approval in writing of the Employer make fair and reasonable extension of time for completion of the Contract Works. In case of such strike or lockout the OEM/bidder shall immediately give written notice thereof to the Bank but the OEM/bidder shall nevertheless constantly use his

	endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of the Bank to proceed with work.
	If the OEM/bidder needs an extension of time for the completion of the work or if the completion of work gets delayed for any reason beyond due date of completion stipulated in the contract, the OEM/bidder shall apply to the Employer for extension of time in writing at least 7 days before the expiry of the scheduled time and while applying for extension of time OEM/bidder shall furnish the reasons in detail and his justification, if any, for delays. Only that period of extension of time as granted by the Employer (on receipt of the application from the OEM/bidder or even in absence of any such application) will qualify for exemption of imposition of liquidated damages.
	Further, the contract shall remain in force even for the period beyond the due date of completion irrespective whether the OEM/bidder has applied or not, for the grant of extension of time for completion unless the Employer decides to terminate the contract. The delay for completion of work for any reason will not entail any right to the OEM/bidder to claim any revision of rates or any extra compensation for any reason.
Termination of contract by The Employer	If the OEM/bidder 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 OEM/bidder (when and individual, firm or incorporated Company) shall suffer execution or other process of Court attaching property to be issued against the OEM/bidder.
	Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the OEM/bidder.
	Or shall charge or encumber this Contract or any payments due or which may become due to the OEM/bidder hereunder. Further OEM/bidders may also be barred from tendering in future for the Bank and its subsidiaries in case of serious breach of contract.
Certificates and payments	The OEM/bidder shall be paid by the Employer from time to time by installments under Interim Certificates to be issued by the Bank to

	the OEM/bidder on account of the works executed when in the opinion of the Bank found complete.
Settlement of disputes by arbitration.	All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or within 12 months from the date of virtual completion of the work and whether before or within 12 months of determination abandonment or breach of the contract) shall be referred to giving inter-alia full details of the matter under dispute like quantities, rates, amount claimed and the reason thereto and settled by the Bank.
	The Arbitrator shall have power to open up, review and revise any Certificate, opinion, decision requisition or notice, save in regard to the excepted matters, referred to in the preceding Clause and to determine all matters in dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.
	The Arbitrator shall make his award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle, compromise or compound their dispute or difference, the reference to arbitration, the reference to arbitration and the appointment of the Arbitrator shall be deemed to have been revoked and the arbitration proceedings shall stand withdrawn or terminated, with effect from the date on which the parties file a joint memorandum of settlement thereof; with the Arbitrator or the Arbitrators as the case may be.
	The submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration Act, 1996 or any statutory modification thereof.
	It is agreed that the OEM/bidder shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall, until the decision of the Arbitrator or Arbitrators as the case may be, is given.
Right of Technical Scrutiny of Bills/Final Bill.	The Employer shall have a right to cause a technical examination of the works by any of the persons or organization as appointed by the employer and the final bill of the OEM/bidder including all supporting vouchers, abstracts, etc. If as a result of this examination or otherwise any sum is found to have been overpaid or over certified it shall be lawful for the Employer to recover the sum from any payment due to the OEM/bidder for this works or any other works being carried out by the OEM/bidders elsewhere under the BANK OF BARODA.

<p>Employer entitled to recover compensation paid to workmen.</p>	<p>If, for any reason, the Employer is obliged, by virtue of the provisions of the Workmen's Compensation Act, 1923, or any statutory modification or re-enactment thereof to pay compensation to a workman employed by the OEM/bidder in execution of the works, the Employer shall be entitled to recover from the OEM/bidder the amount of compensation so paid, and without prejudice to the rights of the Employer under the said Act. The Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer to the OEM/bidder under this contract or otherwise. The Employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the OEM/bidder and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.</p>
<p>Return of surplus materials</p>	<p>Notwithstanding anything to the contrary contained in any or all the clause of this Contract, where any material for the execution of the Contract is procured with the assistance of the Employer by purchases made under orders or permits or licenses issued by Government, the OEM/bidder shall held the said materials economically and solely for the purpose of the Contract and not dispose of them without the prior written permission of the Employer and return it to the Employer, if required by the Employer, at the mutually agreed price. Price is inclusive of sales tax, octroi and other such levies paid by OEM/bidder in respect thereof. In the event of breach of the aforesaid condition, the Contract shall, in addition to being liable to action for contravention of the terms of licenses or permit and or criminal breach of trust, be liable to Employer for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.</p>
<p>Right of Employer to terminate contract in the event of death of OEM/bidder if individual.</p>	<p>Without prejudice to any of the rights or remedies under this contract, it the OEM/bidder, being an individual, dies, the Employer shall have the option of termination the contract without incurring any liability for such termination.</p>
<p>Tenderer to Visit Site & Sufficiency of Tender</p>	<p>Each Tenderer must, before submitting his tender, visit the site of works so as to ascertain the physical site conditions and prices, availability and quality of materials according to Specifications before submitting the bid.</p> <p>The OEM/bidder shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his tender as to the form and nature of the site, the quantities and nature of access to the site, the accommodation he may require and in general, shall himself obtain all necessary information as to risk, contingencies and</p>

	<p>other circumstances which may influence or affect his tender.</p> <p>The OEM/bidder shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of work/items/quantities or in Bills of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for proper completion and maintenance of the works.</p> <p>No extra charges consequent on any misunderstanding or otherwise shall be allowed.</p>
Extra items / Deviations	<p>The OEM/bidder shall not commence work in respect of any extra items/deviations without obtaining the approval of the Bank in writing. The OEM/bidder shall immediately submit the rate analysis for such item, with necessary details to support the rate quoted. The rate shall then be settled by the Bank and necessary certificate based on this shall be given to Bank while incorporating the item in the Interim Bills.</p> <p>Claims for extra/deviated items shall be submitted in the as per specimen copies of Performa included in this tender document that indicate authority/order for such items.</p> <p>Quantities in this tender are subject to any variation by way of addition, reduction or deletions of the items or quantities. No compensation whatsoever will be paid for such variations.</p> <p>Should it be found from measurements taken in accordance with the clause on "Measurement of works" that any of the quantities or amounts of works thus ascertained are less or greater than the amounts specified for the works in the priced schedule of quantities and/or that any variation is made from the tender schedule of items by operating Additional items called "Extra Items" or "Substitute Items" in substitution of some tendered items, the rate and valuation thereof, of such items unless previously or otherwise agreed upon, shall be made in accordance with the following rules: -</p> <p>a) The net rate or prices in the original Tender shall determine the valuation of the extra quantities where extra quantities for any item are of similar character and executed under similar conditions as the work priced therein. In other words variation in quantities shall be measured and paid at quoted price only.</p> <p>b) The net rate or prices in the original Tender shall determine the rate for the items altered, provided if omissions / additions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under (b) hereof.</p> <p>c) For extra items/Substitute items where the description of items is different from that of any tendered item, the following method shall</p>

	<p>hold good.</p> <p>d) Where the extra item works are not of similar character and/or executed under condition as aforesaid or where the omissions vary, the conditions under which any remaining items of works are carried out or if the amount of any omission or additions relative to the amount or the whole of the Contract works or to be any part thereof shall be such that in the opinion of the Bank the net rate or price contained in the priced Schedule of Quantities or tender or for any item of the works involves loss or expenses beyond that reasonably contemplated by the OEM/bidder or is by reason of such omission or addition rendered unreasonable or inapplicable, the Bank shall fix such other rate or price as in the circumstances he shall think reasonable and proper on the basis of actual rate analysis cost of work involved.</p> <p>The measurement and valuation in respect of the OEM/bidder shall be completed within the "period of Final Measurement" or within three months of the completion of the Contract works as defined under Clause For "Certificate of Virtual Completion".</p> <p>The OEM/bidder shall submit the claims for Deviated items and Extra items as per Performa annexed hereto.</p>
<p>Measurement of Works</p>	<p>The Bank shall from time to time intimate the OEM/bidder that he requires the works to be measured and the OEM/bidder shall forthwith attend or send a qualified agent to assist the Bank's representative in taking such measurements and calculations and to furnish all particulars or give all assistance required by either of them.</p> <p>Should the OEM/bidder omit to attend or neglect or omit to send such agent, then the measurements taken by the Bank or approved by him shall be taken to be the correct measurements. The works shall be measured according to the mode of measurements specified in the Contract documents and, where no mode is specified, as per the latest edition of relevant I.S. Codes.</p> <p>A certain percentage of measurements will be checked/test checked by the Bank as the case may be for each trade, and for this the OEM/bidder has to render all necessary assistance and co-operation. The OEM/bidder or his Agent may at the time of measurement take such notes and measurements as he may require. All authorized extra works; omissions and all variations made without the Bank's knowledge, but if subsequently sanctioned by the Bank in writing, shall be included in such measurements.</p> <p>The mode of measurement for this contract shall be on item rate basis and shall include all quantities specified in the Schedule of Quantities of this tender/ contract. It shall be further deemed that all variations and deviations if specifically agreed to in writing shall also form part</p>

	<p>of this tender/ contract and shall be subject to measurements. All payments released to the OEM/bidder shall be subject to verification of quantities on the basis of mode of measurements herein stated.</p> <p>If the mode of measurement for any or all item is not specified in the contract, latest relevant IS. Code will prevail. The OEM/bidder shall give due notice to the Bank in writing whenever any work is to be concealed or made inaccessible, in order that the work may be inspected and correct measurements are recorded before such concealment, in default whereof the same shall be at the option of the Bank to either open up for measurement at the OEM/bidder's expense or no allowance shall be made for such work.</p> <p>The Bank may from time to time intimate to the OEM/bidder that he requires the works to be measured & the OEM/bidder shall forthwith attend or send a qualified Representative to assist the Bank in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.</p> <p>Should the OEM/bidder not attend or neglect or omit to send such Representative, then the measurement taken by the Bank or a person approved by him shall be taken to be correct measurements of the works. Such measurements shall be taken in accordance with the Mode of Measurements detailed in the Specifications.</p> <p>The Bank shall take joint measurements with the OEM/bidder and the measurements shall be entered in the measurement book / sheet by the Bank's representative. The OEM/bidder or his Representative may at the time of measurement take such notes and measurements as he may require.</p> <p>All authorized extra works, omissions and all variations made without the Bank's knowledge, but subsequently sanctioned by him in writing (with the prior approval in writing of the Employer) shall be included in such measurements.</p>
<p>Project Management</p>	<p>The Tenderer shall, along with his bid/within acceptance of the bid, submit a schedule for completion of work, either in the form of a CPM Net Work or in the form of a bar chart, showing how he proposes to complete the works. This program shall be prepared in sufficient detail and shall indicate, among other things, the following details on a month-to -month basis (for each month).</p> <ul style="list-style-type: none"> a) Quantum of work under each major item of work that would be carried out. b) Amount of resources that would be deployed (e.g. materials, skilled/unskilled labour, equipment etc.) c) Schedule of delivery of materials to site. d) Approximate value of work contemplated to be completed. e) Various milestones to be achieved.

	<p>This program suitably amended after discussions with the Bank shall become binding on the OEM/bidder. However, during the execution of the project, should it become necessary, in the opinion of the Bank to reschedule some of the activities, the OEM/bidder shall do so at no extra cost and/or without any other claim.</p> <p>Acceptance of a OEM/bidder's tender does not necessarily imply acceptance of the schedule submitted and the Bank reserve the right to modify/amend this schedule to suit the overall project schedule which will be binding on the OEM/bidder at no extra cost to the Bank.</p>
<p>Work at Night/Sunday/Holidays</p>	<p>Subject to any provision to the contrary contained in the Contract none of the permanent work shall save as herein provided be carried on during the night or on Holidays without the permission in writing of the Bank, save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the Works in which case the OEM/bidder shall immediately advise the Bank. Provided always that the provisions of this clause shall not be applicable in the case of any work, which becomes essential to carry out by rotary or double shifts in order to achieve the progress & quality of the part of the works being technically required / continued with the prior approval of the Bank.</p> <p>All work at night shall be carried out without unreasonable noise and disturbance and with the approval of the Bank and in addition that of the local authority, if so applicable. The OEM/bidder shall indemnify the Employer from and against any liability for damages on account of noise or other disturbance created while or in carrying out the work and from and against all claims, demands, proceedings, costs, charges and expenses whatsoever in regard or in relation to such liability.</p> <p>Also OEM/bidder shall provide and maintain at his own cost sufficient lights to enable the work to proceed satisfactorily without danger. Approaches to the site also shall be sufficiently lighted by the OEM/bidder. No extra payments will be made for night work. Prior intimation and approval should also be taken from Bank</p>
<p>Safety Management</p>	<p>The OEM/bidder shall be responsible for the safety of persons employed by him on the works and shall report serious accidents to any of them, however and wherever occurring on the works, to the Bank who shall make every arrangement to render all possible assistance. This shall be without prejudice to the responsibility of the OEM/bidder under the Insurance Clause of the General Conditions.</p> <p>Explosives shall not be used on the works by the OEM/bidder without the written permission of the Bank and then only in the manner and to the extent to which He has prescribed. When explosives are used, the same shall be stored in a special magazine to be provided by</p>

and at the cost of the OEM/bidder, who shall be liable for all damages, loss or injury for noncompliance with all the statutory obligations.

Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration work, which can be done safely from ladders. When a ladder is used, it shall be of rigid construction made either of good quality wood or steel. The steps shall have a minimum width of 450mm and a maximum rise of 300mm. Suitable hand holds of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal to 1 vertical). Scaffolding or staging more than 4 m. above the ground floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly bolted, braced or otherwise secured, at least 1m above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be fastened to prevent it from swaying from the building or structure. Working platforms, gangways and stairway shall be so constructed that they do not sag unduly or unequally and if the height of the platform, gangway or stairway is more than 4m. Above ground level or floor level, they shall be closely boarded and shall have adequate width and be suitably fenced as described in (ii) above. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 m. Wherever there are open excavations in ground, they shall be fenced off by suitable railing and danger signals installed at night so as to prevent persons slipping into excavations. Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. in length while the width between said rails in rung ladder shall in no case be less than 290mm for ladder up to and including 3 m. in length. For longer ladders this width shall be increased at least 20mm. for each additional meter of length. A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer obtained prior to construction. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use.

OTHER SAFETY MEASURES:

All personnel of the OEM/bidder working within the site shall be provided with safety helmets. All welders shall wear welding goggles while doing welding work and all metal workers shall be provided with

	<p>safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.</p> <p>All necessary personnel safety equipment as considered adequate by the Engineer should be kept available for the use of the persons employed on the site and maintained in a condition suitable for immediate use, and the OEM/bidder should take adequate steps to ensure proper use of equipment by those concerned. Workers employed on mixing asphalt materials, cement and lime mortar shall be provided footwear and protective goggles. Those engaged in white washing and mixing or stacking of cement bags or any materials, which are injurious to the eyes, shall be provided with protective goggles. Those engaged in welding works shall be provided with welder's protective eyesight lids. Stonebreakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals. When workers are employed in sewers and manholes which are in use, the OEM/bidder shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. The OEM/bidder shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form.</p>
<p>Site Management</p>	<p>The OEM/bidder shall provide everything necessary for the proper execution of the works according to the true intent and meaning of the Drawings, Specifications and Schedule of Quantities taken together whether the same may or may not be particularly shown or described therein, provided that the same can reasonably be inferred wherefrom and if the OEM/bidder finds any discrepancy in the Drawings or between the Drawings, Specifications and Schedule of Quantities he shall immediately refer the same in writing to the Bank, who shall decide which shall be followed, and his decision shall be final and binding on all parties.</p> <p>The Bank shall not charge the OEM/bidder for his own un-rented ground but shall on no account be responsible for the expenses incurred by the OEM/bidder for hired ground.</p> <p>The OEM/bidder shall provide and maintain all measuring and testing instruments at all times for properly carrying out the work and for the use of the Bank, including providing skilled attendants as required.</p> <p>The OEM/bidder shall supply, fix and maintain at his cost during the execution of any works, all the necessary equipment, materials and</p>

lighting required by night and as well as by day for proper execution of work. The OEM/bidder shall take down and remove any or all such unwanted waste materials, debris etc. as occasion shall require or when ordered to do so, and shall fully reinstate and make good all matters and things described during the execution of the works, to the satisfaction of the Bank. The OEM/bidder shall be allotted space / existing rooms on site subject to availability. The OEM/bidder shall make his own arrangements to enclose, secure and guard the space allotted to him. Wherever there may be materials, which are likely to deteriorate by the action of the sun, rain or other elements, all such materials, tools etc shall be duly protected by the Tenderer from damage by weather or any other cause. All such stores and yards shall be cleared away and ground left in good and proper order, on completion of this Contract unless otherwise expressly mentioned herein.

The OEM/bidder shall not be allowed to put up any hutment/temporary structure of accommodating his labour/staff. He shall be required to make these arrangements elsewhere at his own cost. However, if the rules of local authorities so permit and subject to the OEM/bidder arranging for such permission, some space at site which will not come in the way of the permanent construction, temporary construction facilities and offices may be provided to the OEM/bidder at the discretion of the Bank for essential/core staff engaged on emergency or essential services round the clock work with proper sanitary facilities.

The OEM/bidder shall clear site of works as per the instructions of the Bank. The site of works shall be cleared of all men, materials, sheds, etc. belonging to the OEM/bidder. The site shall be delivered in a clean and neat condition as required by the Bank within a period of one week after the job is completed. In case of failure by the OEM/bidder, the Bank under advice of the Bank will have the right to get the site cleared at the risk and cost of the OEM/bidder to the satisfaction of the Bank

The OEM/bidder shall be required to maintain the site and the building areas in a neat and clean condition at all times to the satisfaction of the Bank. Debris to be removed & disposed as per extant guidelines of disposal by Municipality/local bodies every 2 days. The OEM/bidder shall also be required to keep all access roads to the site and within the site free from all obstructions, material droppings etc. to the satisfaction of the Bank and local authorities.

Annexure 09- Commercial Bid**Section - 1**

Sr. No.	Description	Unit	Qty.	Rate (Rs) per Lift	Total Amount (Rs) for 4 Lifts
A	<i>Supply, Installation, Testing and Commissioning of 4 Nos. New Lifts (Elevators) at Banks Owned Residential Building at Baroda Aditya, BKC, Mumbai</i>	Nos	4		
B	<i>Buy Back of the existing lifts on as is what is basis & as is where is basis</i>	Nos	4		
Total section – 1 = (A-B)					

GST extra as applicable.

Note: Scope of work includes necessary Civil, MS, electrical work etc. which is required for execution of entire system as per requirement in machine Room and Lift shaft. No extra charges shall be paid unless otherwise mentioned. OEM/bidder must visit said site for assessment of actual work involved. Size of lift shaft duly be checked and confirmed by vendor prior to actual execution. All the preparatory work including guarding of hoist way and entrance protection to be carried by vendor. Scope of work also includes the obtaining of Permission/approval for new Lift from statutory local authorities as applicable towards which necessary support shall be provided by the Bank.

Section – 2

Sr. No.	Description	Unit	Qty.	Rate (Rs) per lift	Total Amount (Rs) for - 4- Lifts
	<i>Charges Annual Maintenance Contract (Comprehensive) for the Elevators for a period of Ten Years including supply of Spares as required, after the Defects Liabilities period of 365 days.</i>				
1.	<i>1st Year after Defects Liability Period</i>	Nos	4		
2.	<i>2nd Year after Defects Liability Period</i>				
3.	<i>3rd Year after Defects Liability Period</i>				
4.	<i>4th Year after Defects Liability Period</i>				
5.	<i>5th Year after Defects Liability Period</i>				
6.	<i>6th Year after Defects Liability Period</i>				
7.	<i>7th Year after Defects Liability Period</i>				
8.	<i>8th Year after Defects Liability Period</i>				
9.	<i>9th Year after Defects Liability Period</i>				
10.	<i>10th Year after Defects Liability Period</i>				
	<i>Total for Section – 2</i>				
	<i>Grand Total for section 1 & 2</i>				
	<i>Amount in word()</i>				

(GST shall be paid as extra as applicable)

Seal & Signature of Tenderer

(Selection of OEM/bidder shall be done on the basis of grand total amount i.e. summation of Section-1 & Section-2)

Notes:

Annual Maintenance Contract (Comprehensive) –

The Comprehensive Annual Maintenance Contract (CAMC) for period of 10 years shall start on the day following expiry of 365 days of Defect Liability Period. The type of CAMC should encompass replacement of all types of spares including critical components. In addition following are to be carried out:

a) Routine Preventive Maintenance Schedule to be submitted

- 1) Schedule to cover manufacturer's recommendation and/or common engineering practice (for all plant and machinery under contract) and as per IS Code of Practice.
- 2) Plant and Machinery history card giving full details of equipment and frequency of checks and overhaul.
- 3) Monthly Status Report.
- 4) Payment shall be done on half yearly basis in advance against BG.

b) Uptime during Maintenance Contract

- 1) 98% uptime of all systems under contract.
- 2) Up time shall be assessed every month and in case of shortfall during any month the contract shall be extended by a month.
- 3) There shall be no reimbursement for the extended period.
- 4) Break-downs shall be attended to within -4- hour of reporting.
- 5) Replacement of parts due to manufacture or material defects and normal wear & tear.

c) Agreement

Separate agreement shall be executed at the time of inception of Annual Comprehensive maintenance Contract consisting of relevant terms and conditions in order to ensure smooth and break free working of lifts so installed.

Note

- The cost quoted by the OEM/bidder for all the hardware should include 1 year OEM comprehensive Onsite Warranty
- The OEM/bidder is required to provide their commercial for each of the above line items.
- If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- The OEM/bidder has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations.

- The price quoted by the OEM shall be in Indian Rupees and shall be all inclusive, that is inclusive of all taxes and levies, excluding GST as applicable, which will be paid by the Bank
- If Bank require to purchase or avail any of line items over and above the mentioned quantities, unit rate for item for the particular item will be taken for calculation.
- All Quoted Commercial Values should comprise of values only up to 2 decimal places. Bank for evaluation purpose will consider values only up to 2 decimal places for all calculations & ignore all figures beyond 2 decimal places.
- Bank will deduct applicable TDS, if any, as per the law of the land.
- No price increase on account of change in tax structure, duties, levies, charges etc shall be permitted.
- No price increase on account of exchange rate fluctuations.
- All line items should be as per minimum specifications mentioned in Annexure 16

We confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document

Authorized Signatory

Name:

Designation:

Annexure 10 - Performance Guarantee

BANK GUARANTEE

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To

The General Manager
Facilities Management Department
Bank of Baroda, BCC Building
1st floor, C-26, G Block, Mumbai

WHEREAS M/S (Name of OEM/bidder) a Company registered under the Indian Companies Act, 1956 and having its Registered Office at(Please provide complete address) (hereinafter referred to as "OEM/bidder") was Bandra Kurla Complex 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 OEM/bidder is required to furnish a Performance Bank Guarantee issued by a Public Sector Bank/ schedule commercial bank in India other than the Bank of Baroda in your favor 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 OEM/bidder has approached us for providing the BANK GUARANTEE.

AND WHEREAS at the request of the OEM/bidder, WE,....., a body corporate in terms of the Banking Companies Acquisition and Transfer of Undertakings Act,1970/1980 having it's Office at and a branch interalia at..... India have agreed to issue the BANK GUARANTEE.

THEREFORE, WE, (name of Bank and its 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.

-/-(Rupeesonly)
 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 OEM/bidder of any of the terms and conditions contained in the PO and RFP / SLA and in the event of the OEM/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 OEM/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 OEM/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 OEM/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 OEM/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 OEM/bidder or any other forbearance, act or omission on your part or any indulgence by you to the OEM/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 OEM/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 OEM/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 OEM/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 OEM/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 enforce 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 OEM/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 OEM/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 OEM/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./- (Rupeesonly)
 - 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 favor 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

(Name & Address)

Annexure 12 - Service Level and Non-Disclosure Agreement

This Agreement is made in Vadodara this..... Day of 20... by and between BANK OF BARODA, body corporate constituted under the Banking Companies [Acquisition & Transfer of Undertakings] Act 1970 having its Head Office at Mandvi, Baroda and Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400051, hereinafter for brevity sake referred to as “Bank” (which expression shall, unless repugnant to the context or meaning, include its successors and assigns) of the one Part;

AND

_____, a company incorporated under the Companies Act 1956/2013, India, having its registered office at _____, hereinafter referred to as “the OEM” (which expression shall, unless repugnant to the context and meaning thereof include its subsidiaries, affiliates, successors and permitted assigns) of the other Part,

(Bank and the OEM hereinafter are individually referred to as “Party” and collectively as “Parties”)

WHEREAS

Bank of Baroda is one of the largest public sector banks (PSU) in India with a branch network of over 8100+ branches in India and 95+ branches/ offices overseas including branches of our subsidiaries, distributed in 15+ countries. Bank desires to select a OEM forAnd had invited offers.

In response to RFP no ----- dated ----- issued by Bank, the OEM also submitted its offer and has represented that it is engaged in the business of It further represented to Bank that it has the requisite skill, knowledge, experiences, experts, staff and capability to provide required service to Bank. Relying on representations of OEM and other applicable criteria, OEM was declared as a successful OEM/bidder in the RFP evaluation process. Accordingly Bank has issued a -----.

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

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS

1. DEFINITIONS

- I. Bank, BOB means ‘Bank of Baroda’
- II. AMC means Annual Maintenance Contract
- III. BFSI means Banking, Financial services and Insurance
- IV. SLA means Service Level Agreement
- V. SPOC means Single Point of Contact

2. TERM

This Agreement shall come into force on _____ and shall be in force and effect for a period -----, unless Bank terminates the Agreement by giving a prior written notice of 30 days as per the terms of this Agreement.

3. SCOPE OF SERVICE

The OEM agrees to perform the services as part of the scope of this engagement including but not limited to as mentioned in Schedule I (Scope of Work) of this Agreement. BOB reserves its right to change the scope of the services considering the size and variety of the requirements and the changing business & security conditions /environment with mutual consent.

4. STANDARDS

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

5. DELIVERY

The work of execution of the lifts should be completed within 6 months of award of work. The units installed will have Defects Liability Period (DLP) or warranty period of 1 year post successful installation & handing over to the Bank. Subsequently, the lifts shall be under Comprehensive Annual Maintenance Contract for a period of 10 years.

6. DOCUMENTATION

The OEM shall supply all necessary documentation for the training, use and operation of the system. This will include at least one set of original copies per installation of the user manuals, reference manuals, operations manuals, and system management manuals in English/ Hindi.

7. SINGLE POINT OF CONTACT & DIRECT SUPPORT

(Please incorporate following details – Name, designation, address, email address, telephone /mobile No.

Escalation matrix for support should also be provided with full details.

8. PAYMENT TERMS

1. 70% of the amount quoted under Section-1 of the Financial Bid (Annexure 9) shall be released after delivery of material of -4- lifts at site with all required documentation, test certificates as may be required and its verification/ inspection.

Payment will also be released by our office on production of following documents.

- Original copy of GST Invoice.
 - Original copy of Delivery Challan.
 - Verification of the work by the Bank.
 - Factory Test Report of the material used at Site & acceptance from Bank.
 - Material gate pass copy with quantity.
 - OEM/bidders shall make necessary arrangements for road permit etc, if any.
2. 15% amount quoted under Section-1 of the Financial Bid (Annexure 9) shall be released after completion of installation in all respects and taking away of all

dismantled material for the lift(s) and carting away of the debris/ waste from the Bank's Site as per BMC/Local Municipal Authority norms.

3. Balance 15% amount quoted under Section-1 of the Financial Bid (Annexure 9) shall be released after all statutory clearances including Lift License are obtained and lift(s) are handed over after required testing & commissioning.
9. **SET-OFF**:-Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to set-off or adjust any amounts due to Bank under this clause from the OEM against payments due and payable by Bank to the OEM for the services rendered. The provisions of this Clause shall survive the termination of this Agreement.

10. COVENANTS OF THE OEM

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

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

- (i) The quality of services rendered by the said employee is not in accordance with the quality specifications stipulated by BANK; or
- (ii) The engagement or provision of the services by any particular employee is prejudicial to the interests of BANK.

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

The OEM:

- i. shall be responsible for all negotiations with personnel relating to salaries and benefits, and shall be responsible for assessments and monitoring of performance and for all disciplinary matters.
- ii. shall not knowingly engage any person with a criminal record/conviction and shall bar any such person from participating directly or indirectly in the provision of services under this Agreement.
- iii. shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel.
- iv. shall not exercise any lien on any of the assets, documents, instruments or material belonging to BANK and in the custody of the OEM for any amount due or claimed to be due by the OEM from BANK.

- v. shall regularly provide updates to BANK with respect to the provision of the services and shall meet with the personnel designated by BANK to discuss and review its performance at such intervals as may be agreed between the Parties.
- vi. shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees and agents (including but not limited to code of Wages Act, Provident Fund laws, Workmen's Compensation Act) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations.
- vii. shall not violate any proprietary and intellectual property rights of BANK or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights in course of providing services hereunder.
- viii. shall ensure that the quality and standards of materials and services to be delivered or rendered hereunder, will be of the kind, quality and timeliness as designated by the BANK and communicated to the OEM from time to time.
- ix. shall not work in a manner which, in the reasonable opinion of BANK, may be detrimental to the interests of BANK and which may adversely affect the role, duties, functions and obligations of the OEM as contemplated by this Agreement.
- x. shall be liable to BANK for any and all losses of any nature whatsoever arisen directly or indirectly by negligence, dishonest, criminal or fraudulent act of any of the representatives and employees of the OEM while providing the services to the BANK.
- xi. shall itself perform the obligations under this Agreement and shall not assign, transfer or sub-contract any of its rights and obligations under this Agreement except with prior written permission of BANK.
- xii. shall comply ESG, BRSR and other related parameters including the Declaration of Human Rights, Inclusive of those in the International Bill of Rights and Declaration of Fundamental Rights at work (1998) as per the International Labour Organization as well as the United Nations Guiding Principles on Business and Human Rights and the National Guidelines on Responsible Business Conduct
- xiii. OEM shall comply with the Bank's Code of Ethics, available on the Bank's website>Shareholder's Corner> Policies/Codes> Our Code of Ethics, during the validity period of this agreement/contract.

11. CONFIDENTIALITY

The OEM acknowledges that in the course of performing the obligations under this Agreement, it shall be exposed to or acquire information of the bank, which the OEM shall treat as confidential.

- a. All BOB's product and process details, documents, data, applications, software, systems, papers, statements and business / customer information which may be communicated to or come to the knowledge of OEM or OEM's employees during the course of discharging their obligations shall be treated as absolutely confidential and

OEM irrevocably agrees and undertakes and ensures that OEM and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without prior written permission of BOB. The OEM shall not use or allow to be used any information other than as may be necessary for the due performance by OEM of its obligations hereunder.

b. OEM shall not make or retain any copies or record of any Confidential Information submitted by BOB other than as may be required for the performance of OEM.

c. OEM shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information.

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

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

f. OEM hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of the engagement Agreement/ Work Order or any other oral or written information which may contain, hold or bear confidential information or disclose the information submitted by BOB under any other Agreement to any third party unless such disclosure is mandatorily required by law or if it is required necessarily to be disclosed to any other agency/subOEM/bidder or the like for the purpose of performing any of its obligations under the contract.

However, the Confidential Information will not be limited to the information mentioned above but not include the following as Confidential Information:

i. Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;

ii. Prior to the disclosure by BOB was known to or in the possession of the OEM at the time of disclosure;

iii. Was disclosed or parted with the prior consent of BOB;

iv. Was acquired by OEM from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from BOB.

- The OEM agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.
- In any dispute over whether information or matter is Proprietary Information or not mentioned herein, it shall be the burden of OEM to show that such contested information or matter is not Proprietary Information within the meaning of this

Agreement, and that it does not constitute violation under any laws for the time being enforced in India.

Notwithstanding above, bob shall take all the reasonable care to protect all the confidential information of OEM delivered to BOB while performing of the services.

The confidentiality obligations shall survive the expiry or termination of the Agreement between the OEM and the Bank.

12. INDEMNITY

The OEM shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

- Bank's authorized / bona fide use of the Deliverables and /or the Services provided by OEM under this Agreement; and/or
- an act or omission of the OEM and/or its employees, agents, sub-OEM/bidders in performance of the obligations under this Agreement; and/or
- claims made by employees or subOEM/bidders or subOEM/bidders' employees, who are deployed by the OEM, against the Bank; and/or
- claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the OEM to its employees, its agents, OEM/bidders and sub-OEM/bidders
- breach of any of the term of this Agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the OEM under this Agreement; and/or
- any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- breach of confidentiality obligations of the OEM contained in this Agreement; and/or
- Negligence or gross misconduct attributable to the OEM or its employees or sub-OEM/bidders.

The OEM shall at its own cost and expenses defend or settle at all point of time any claim against the Bank that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, the Bank:

- notifies the OEM in writing as soon as practicable when the Bank becomes aware of the claim; and
- Cooperates with the OEM in the defense and settlement of the claims.

However, (i) the OEM has sole control of the defense and all related settlement negotiations (ii) the Bank provides the OEM with the assistance, information and authority

reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the OEM, except where the Bank is required by any authority/regulator to make a comment/statement/representation.

If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the OEM, after due inspection and testing and at no additional cost to the Bank, shall forthwith either 1) replace or modify the software / equipment with software / equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or 2) obtain a license for the Bank to continue the use of the software / equipment, as required by the Bank as per the terms and conditions of this Agreement and to meet the service levels; or 3) refund to the Bank the amount paid for the infringing software / equipment and bear the incremental costs of procuring a functionally equivalent software / equipment from a third party, provided the option under the sub clause (3) shall be exercised by the Bank in the event of the failure of the OEM to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank.

The OEM shall not be liable for defects or non-conformance resulting from:

- Software, hardware, interfacing, or supplies for the solution not approved by OEM; or
- any change, not made by or on behalf of the OEM, to some or all of the deliverables supplied by the OEM or modification thereof, provided the infringement is solely on account of that change ;

Indemnity shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by customer and / or regulatory authorities for reasons attributable to breach of obligations under this agreement by the OEM.

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

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

13. PERFORMANCE GUARANTEE

OEM, shall provide unconditional and irrevocable Performance Bank Guarantee for Rs - -----/- (Rupees ____ Only) in favour of BOB from any Public Sector Bank other than Bank of Baroda as acceptable to BOB towards due performance of the contract in accordance of this Agreement. The Performance Guarantee shall be valid for a period of ___ months with additional claim period of three months after expiry of validity period.

14. TERMINATION

In following events Bank shall terminate this assignment or cancel any particular order if OEM:

- breaches any of its obligations set forth in this agreement and such breach is not cured within 15) Working Days after Bank gives written notice; or
- Failure by OEM to provide Bank, within 15) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or
- The progress regarding execution of the contract/ services rendered by the OEM is not as per the prescribed time line, and found to be unsatisfactory.
- Supply of substandard materials/ services.
- Delay in delivery / installation / commissioning of services.
- Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.
- If deductions of penalty exceed more than 10% of the total contract price.

Further Bank may terminate this agreement on happening of following events:

- A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the OEM and such appointment continues for a period of twenty one (21) days;
- The OEM is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.
- The OEM becomes insolvent or goes into liquidation voluntarily or otherwise
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
- The OEM becomes the subject of a court order for its winding up.

Notwithstanding above, in case of change of policy or any unavoidable circumstances or without any reason Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving OEM at least 60 days prior notice in writing.

Effect of termination

If bank terminates or cancels the assignment on the default mentioned in the termination clause, in such case bob reserves the right to get the balance contract executed by another party of its choice. In this event, the OEM shall be bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the selection of a new OEM and for execution of the balance of the contract.

Immediately upon the date of expiration or termination of the Agreement, Bank shall have no further obligation to pay any fees for any periods commencing on or after such date.

Without prejudice to the rights of the Parties, upon termination or expiry of this Agreement, Bank shall pay to OEM, within thirty (30) days of such termination or expiry, All the undisputed fees outstanding till the date of termination;

Upon the termination or expiry of this Agreement:

- The rights granted to OEM shall immediately terminate.
- Upon Bank's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the OEM, being used by OEM to provide the Services and (ii) the assignable agreements, OEM shall, use its reasonable commercial endeavors to transfer or assign such agreements and OEM Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.
- Upon Bank's request in writing, OEM shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by OEM to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

15. FALL CLAUSE:- The prices charged for the items supplied under this Contract by the OEM shall in no event exceed the lowest price at which the OEM sells or offer to sells items of identical description to any person(s)/organization(s) including the Purchaser or any Department of the Central Government or any Department of a State Government or any statutory undertaking of the Central or a State Government, as the case may be, during the period till performance of all Supply Orders placed during the currency of Contract is completed. If at any time during the said period, the Contractor reduces the Sale price, sells or offers to sell such stores to any person(s)/organisation(s) including the Purchaser or any Statutory Undertaking of the Central or a State Government, as the case maybe, at a price lower than the price chargeable under this Contract, he shall forth with notify such reduction or Sale or offer of Sale to Bank and the price payable under the Contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale stand correspondingly reduced.

The above stipulation will, however, not apply to :

- (a) Export/deemed Export by the OEM
- (b) Sale of Goods as Original Equipment prices lower than the price charged for normal replacement.
- (c) Sale of goods, such as drugs, which have expiry date.
- (d) Sale of goods at lower price on or after the date of completion of sale/placement of order of goods by the authority concerned, under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or the State Government Departments including new undertakings (excluding joint sector companies and or private parties) and bodies.

16. CORPORATE AUTHORITY

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

17. LAW, JURISDICTION AND DISPUTE RESOLUTION

This Agreement shall be governed and construed and enforced in accordance with the laws of India. Both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the courts in Vadodara shall have

exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

ARBITRATION

- a) The Bank and the OEM shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers/ directors of the Bank and the OEM, any disagreement or dispute arising between them under or in connection with the contract.
- b) If the Bank project manager/director and OEM project manager/ director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the OEM and Bank respectively.
- c) If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the OEM and Bank, the Bank and the OEM have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.
- d) All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings.
- e) The place of arbitration shall be _____. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings
- f) The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets.

18. AUDIT

All OEM records with respect to any matters covered by this Agreement shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the OEM provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

The Bank and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the OEM's premises without prior notice to ensure that data provided by the Bank is not misused. The OEM shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank.

19. LIMITATION OF LIABILITY

Except the grounds mentioned under the para two of this clause, OEM's aggregate liability in connection with obligations undertaken as a part of the Agreement regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be actual

Further, OEM's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of OEM, its employees and SubOEM/bidders or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by OEM as part of procurement under the Agreement.

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

Subject to any law to the contrary, and to the maximum extent permitted by law neither parties shall be liable to other for any consequential/ incidental, or indirect damages arising out of this agreement.

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

20. PUBLICITY

Any publicity by the OEM in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

21. INDEPENDENT ARRANGEMENT

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

22. SUBCONTRACTING

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

23. ASSIGNMENT

The OEM agrees that the OEM shall not be entitled to assign any or all of its rights and obligations under this Agreement to any entity including OEM's affiliate without the prior written consent of the Bank.

If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this Agreement along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the obligations of the OEM under this Agreement.

24. NON – SOLICITATION

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

The above clause shall not applicable in case the recruitment done through public advertisement.

25. VICARIOUS LIABILITY

The OEM shall be the principal employer of the employees, agents, OEM/bidders, subOEM/bidders, etc., if any, engaged by the OEM and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, OEM/bidders, subOEM/bidders etc., by the OEM for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, OEM/bidders, subOEM/bidders etc., of the OEM shall be paid by the OEM alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the OEM's employees, agents, OEM/bidders, subOEM/bidders etc. The OEM shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of OEM 's employees, agents, OEM/bidders, subOEM/bidders, etc.

26. FORCE MAJEURE

The OEM shall not be liable for forfeiture of its performance security, liquidated damages, penalties or termination for default, if any to the extent that its delay in performance or

other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the OEM and not involving the OEM's fault or negligence and not foreseeable. Such events are Acts of God or of public enemy, acts of Government of India in their sovereign capacity, strikes, political disruptions, bandhs, riots, civil commotions and acts of war.

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

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

SURVIVAL:

The expiry or the termination of this Agreement does not relieve either party of its obligations which by their nature ought or intend to survive the termination of this Agreement including without limitation to the clauses of confidentiality, indemnity, limitation of liability, and covenants of the parties.

27. MISCELLANEOUS

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

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

Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile to the person at the address given below. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, two days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).

The addresses referred to hereinabove are:

If to the Bank of Baroda:

The General Manager-Facilities Management
Bank of Baroda, BCC Building
1st floor, C-26, G, Block, BKC, Mumbai

If to the

Address _____

ATTN: _____

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

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

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

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

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

This Agreement may be signed in duplicate, each of which shall be deemed to be an original.

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

Signed and Delivered by the within named

For Bank of Baroda

For

Name:

Name:

Designation:

Designation:

Witness 1 :

Witness 1 :

Witness 2 :

Witness 2 :

ANNEXURE 14

Format of Annual Maintenance Contract

This Annual Maintenance Contract Is executed on..... (date) by and between ...
..... (Name and address of the Vendor) a company registered under Companies
Act 1956/ a firm, having its registered office at(hereinafter called 'the
OEM') represented by its (Managing Director / Authorised signatory), Mr.

And

..... (Name of the Bank), a body corporate constituted and functioning
under the Banking Companies (Acquisition and Transfer of undertaking Act) 1970
(hereinafter called the Bank) having its Head Office at
(address of the bank), represented by its duly constituted attorney Mr.....,
General/ Deputy/Asst. General Manager.

As per the Agreement dated....., the OEM has supplied, installed, tested &
commissioned -04- units of passenger lifts at Bank's residential building, Baroda Aditya
at BKC, Mumbai.

In the said Agreement the OEM has agreed for an inbuilt warranty for a period of one year
from the date of satisfactory installation, testing, Commissioning and handing over along
with valid Lift Licenses from the Competent Authority. The OEM has also agreed to sign
an Annual Maintenance Contract (AMC) for a period of 10 years after the expiry of the
warranty period.

Accordingly, the OEM agrees to undertake the said work of Comprehensive Annual
Maintenance of the -04- units of passenger lifts at Bank's residential building, Baroda
Aditya at BKC, Mumbai for a period of 10 years after the expiry of one years' warranty
period on the following terms and conditions : -

1. The OEM shall ensure that the equipment's are kept in efficient running / working
condition at all times by arranging appropriate preventive maintenance at quarterly
intervals.
2. The OEM shall maintain the lift system in a first class and safe manner during
guarantee period and any CAMC period. Such maintenance shall be Comprehensive
annual maintenance contract for the entire lift system.
3. Responsibility entails monthly Servicing and inspection by the technician including
oiling, greasing, checking and top up of lubricants, gear oils in the gear box,
adjustments, cleaning, and unlimited call back service including nights, weekends
and holidays. Such Contract shall include replacement of all spares electrical and
electronic equipment, ropes etc. & exclude the following items: Car enclosure, false
ceilings, light diffusers, light bulbs, fluorescent tubes, starters, chokes, mirrors,
flooring, carpets etc. or any
4. Call back service shall be provided round the clock 24 Hours, and responded within
4 Hrs. Call backs involving more than one stalled or erratic lift / escalator shall be

immediately provided regardless of the time of day or night. Emergency call back service for trapped passengers shall be responded to within 30 minutes. There shall be no compensation for call back service regardless of the hour/ day, etc.

5. Engineer's Visits for the routine maintenance shall be not less than 1 per month.
6. The lift contractor has to conduct an annual detailed audit to ascertain the state of the lifts with respect to performance parameters, safety and general health. This audit report need to be shared with the Bank and reviewed before the start of next service calendar year.
7. The OEM shall coordinate with Lift Licensing Authorities and ensure getting lifts license, for all the lifts covered under AMC, from Govt. of Maharashtra. The required license fee shall be deposited by Bank with the concerned department.
8. Also the OEM will maintain a Log book of Parts failed and replaced for each lift with proper analysis of the failure. Any such failure shall be brought to the notice of the Bank Officials and the corrective action needed to avoid reoccurrence will be done by the contractor.
9. The OEM shall anticipate demand on supplies and parts and keep an inventory of a reasonable number of spare parts including electrical, electronic and mechanical spares at his own cost, on site in a Self-provided lockable metal cabinet. A list of fast moving spares and minimum inventory shall be submitted to Bank and at any given point of time; the inventory available at site shall not be less than 80% of what is mentioned in the list. In circumstance such that the OEM fails to attend the breakdown within four normal working hours after notification of the breakdown and where remedial work is interrupted during normal working hours for purposes other than obtaining replacement Parts, Bank reserves the right to order such action as may be necessary to expedite completion of remedial work which shall be at the Contractors expense.
10. In case any of the items is required to be taken away for repair, the same shall be subject to the prior written permission of Bank.
11. In case of any defect, malfunctioning or breakdown of the equipment or shortfall in its performance, the Bank shall inform the OEM by phone/letter about the said complaint.
12. If the equipment cannot be made serviceable either by repair or by replacement and put back the system into regular operation within -4- hours, on account of any breakdown due to equipment failures/repairs/settings, failing which a penalty at the rate of Rs 1,000/- (Rupees one thousand only) per day for the first 10 days and Rs 5,000/- (Rupees Five Thousand only) per day beyond 10 days shall be imposed and deducted from any payment due to the OEM or from the Security Deposit or by revoking the Performance Guarantee.
13. If the preventive maintenance is not attended, as stipulated, proportionate charges, based on the AMC amount quoted by the OEM, will be deducted from any payment due to the vendor or from the Security Deposit or by encashing the Performance Guarantee.
14. The OEM shall bear the transportation and all other costs in this regard for shifting repairing and replacing.
15. The AMC charges shall be ` for each year excluding GST Tax. GST Tax on AMC is payable separately as per norms prevailing at the time of invoicing. The AMC charges are inclusive of all taxes and firm and not subject to any escalation

whatsoever on any account. The charges are payable by the Bank on half-yearly basis at the end of the period on successful completion of the services, after deduction of tax at source (TDS) as per relevant provisions of Finance Act from time to time.

16. The bills and invoices for AMC charges shall be prepared by the OEM and submitted to the Corporate office of the Bank, BCC, duly certified for the satisfactory working of the equipment.
17. For attending to the complaints or preventive maintenance, the Engineers of the OEM only will have to be deputed and the OEM shall not engage any other local mechanics or other companies.
18. During the validity of the AMC the OEM shall ensure the replacement of any spare, consumables, components and parts free of cost.
19. The OEM shall not claim any other overheads, traveling expenses, boarding, lodging expenses etc., for engineers/workmen.
20. The Bank is entitled to cancel this agreement without assigning any reasons by giving 30 days' written notice to the corporate office of the OEM.
21. In case of any dispute the courts at Mumbai only will have jurisdictions.
22. This AMC Contract shall be valid for TEN years from the date of expiry of one years' warranty as shown in Annexure.
23. To ensure due fulfillment of these terms and conditions, the OEM has furnished an irrevocable Bank Guarantee bearing No.....dated.....for an amount of ₹. (amount as decided by the Bank in due course of time prior to execution of the this agreement subject to maximum 5% of OEM's quoted cost under Section-2 of commercial bid) issued by Bank. This Bank Guarantee shall be returned duly discharged on satisfactory completion of the AMC period.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEAL TO THESE PRESENTS ON THE DAY, MONTH & YEAR FIRST ABOVE WRITTEN.

Signed in (place) on -----

Signed in (place) on -----

For and on behalf of (Name of the vendor)

For and on behalf of Bank

Sd/-
(Name)

Managing Director/

Authorised Signatory

Managing Partner.