



**TENDER FOR**

**REPAIR, RESTORATION , PAINTING & ALLIED WORK FOR BANK OF BARODA AT DENA BHAVAN BUILDING - A & B , PATEL ESTATE, JOGESHWARI (WEST), MUMBAI 400102.**

**Facilities Management Department**

Bank of Baroda

C-26, G-Block

Bandra Kurla Complex

Bandra (East), Mumbai - 400 051

**RFP Reference: BCC/FM/MB/115/885**

**[A] Important Dates:**

| # | Particulars  | Timeline  |
|---|--|---|
| 1 | Tender Issuance Date                                   | <b>28.12.2023</b>   |
| 2 | RFP Coordinator Name, Contact details (Bank)           | 1. Mr. Manjit Behura(Senior Manager) , Mr. A.K.Shukla (Chief Manager)<br>Email: em.bcc@bankofbaroda.co.in<br>Tele No. : <b>022 66985073 / 5101</b>  |
| 3 | Pre-bid Meeting details                                | <ul style="list-style-type: none"> <li>○ Pre bid meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams) <b>08.01.2024 at 11:00 AM.</b></li> <li>○ Bidder to submit a maximum of -2- participant's names, contact numbers, designations and e-mail IDs on <a href="mailto:em.bcc@bankofbaroda.com">em.bcc@bankofbaroda.com</a> along with pre-bid clarification.</li> <li>○ Meeting invite Link will be sent by the Bank to bidder's provided email IDs to join the Online Meeting as per the schedule mentioned above.</li> <li>○ Bidder representatives will have to click the Bank provided link (provided in the e-mail) to join the On-Line Pre-bid meeting.</li> <li>○ Last date of written request for clarifications before Pre Bid Meeting- <b>06.01.2024</b></li> </ul> |
| 4 | Last Date of Submission of RFP Response (Closing Date) | <b>03:00 PM on 19.01.2024</b><br>Mode: Online<br>URL: <a href="https://www.tenderwizard.com/BOB/">https://www.tenderwizard.com/BOB/</a>   |
| 5 | Eligibility Cum Technical Bid Opening Date             | <b>03:30 PM on 19.01.2024</b><br>Mode: Online<br>URL: <a href="https://www.tenderwizard.com/BOB/">https://www.tenderwizard.com/BOB/</a><br><br>1. The meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams)<br>2. Bidders are requested to send bid submission confirmation with their email address for attending online bid opening meeting. on <a href="mailto:em.bcc@bankofbaroda.com">em.bcc@bankofbaroda.com</a> after RFP submission .   |
| 6 | Commercial Bid   | The commercial bids of only those Bidders who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible Bidders.   |
| 7 | Application Money                                      | N.A.  |
| 8 | Bid Security (Earnest)                                 | <b>Rs. 96,000/- (Rupees Ninety Six Thousand Only)</b>   |

|    |  |  |
|----|--|--|
|    | Money Deposit)                               |  |
| 9  | Mode of bid submission & online portal's URL | Mode: Online<br>URL: <a href="https://www.tenderwizard.com/BOB">https://www.tenderwizard.com/BOB</a>   |
| 10 | Support details of Online Portal facilitator | <p>ITI Limited, Tenderwizard Helpdesk Team<br/> Email: <a href="mailto:eprocarebob@etenderwizard.com">eprocarebob@etenderwizard.com</a><br/> Phone: +91-11-49424365<br/> For more details, check under Contact us at home page of e-procurement portal<br/> <a href="https://www.tenderwizard.com/BOB">https://www.tenderwizard.com/BOB</a></p> <p><b>Helpdesk Contact No.: +91-11-49424365</b><br/> <b>email: <a href="mailto:eprocarebob@etenderwizard.com">eprocarebob@etenderwizard.com</a></b></p> <p><u>Primary Contact Number</u></p> <ul style="list-style-type: none"> <li>• Mr. Senthil : +91- 8693843194</li> </ul> <p><u>Alternate Contact Numbers</u></p> <ul style="list-style-type: none"> <li>• Mr. Sandeep Gautam : +91-8800496478</li> <li>• HelpDesk : +91-8800115821</li> </ul> <p><u>Contact No. for other activities</u></p> <ul style="list-style-type: none"> <li>• Registration Help Desk : +91-80-45811365 &amp; +91-80-45982100</li> </ul> <p>(Kindly put "REGISTRATION/PROFILE UPDATE" in the subject line of the email to <a href="mailto:eprocarebob@etenderwizard.com">eprocarebob@etenderwizard.com</a>)</p> <ul style="list-style-type: none"> <li>• e-procurement queries : +91-80-45811365 &amp; +91-80-45982100</li> </ul> |
| 11 | Name of Architect                            | M/s Dilip Kulkarni & Associates<br>Ph- 9820076349<br>Mail- <a href="mailto:dkulkarniasso@gmail.com">dkulkarniasso@gmail.com</a>  |

## [B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank, BOB means 'Bank of Baroda'
2. Recipient, Respondent, Bidder, service provider, means the respondent to the RFP document
3. RFP means the Request For Proposal document
4. Proposal, Bid means "Response to the RFP Document"
5. Support means Support & Services to be provided as part of the Scope of Work
6. MSP means Managed Service Provider of the Bank for Data Center
7. AMC means Annual Maintenance Contract
8. SLA means Service level Agreement

### Please note:

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' 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 bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "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 bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

**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 vendors or any person acting on behalf of the vendors strictly adhere to the instructions given in the document and maintain confidentiality of information. The vendors will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the Bank In the event that such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.*

## Contents

1. Introduction
2. Project Overview and Scope of Work
3. Contract period
4. Pre qualification for submission of Bid
5. Application Money
6. Bid Security (EMD)
7. Performance Guarantee
8. Sub Contracting
9. Service Level Agreement and Non- Disclosure Agreement
10. Compliance with laws
11. Termination
12. Grievance Redressal and Dispute resolution
13. Governing Laws:
14. Corrupt and Fraudulent Practices:
15. Authorized Signatory:
16. The Bidders submission by related parties
17. Right to Reject Bids
18. Terms and conditions...
19. Information Confidentiality
20. Disclaimer
21. Annexure 01-Guidelines for submission details and E-tendering-
22. Annexure 02-Evaluation
23. Annexure-03- Declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order No 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance , department of Expenditure
24. Annexure-04- Application Money Letter
25. Annexure -05 – Bid Security letter
26. Annexure-06- Bid Security Form
27. Annexure-07- Undertaking From Bidder
28. Annexure-08- Bid Queries Form
29. Annexure-09- Confirmity Letter
30. Annexure-10- Project Details scope of work

31. Annexure- 11- Service Levels
32. Annexure-12- Commercial Bid
33. Annexure-13- performance Guarantee
34. Annexure-14- Integrity Pact
35. Annexure-15- Service Level and Non Disclosure Agreement

## 1. Introduction

- Bank of Baroda is one of the largest Public Sector Bank (PSU) in India with a branch network of over 8200+ branches in India and 90+ branches/offices overseas including branches of our subsidiaries, distributed in 25 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 Bidders, hereafter called as ‘Bidders’, to participate in the competitive bidding for **REPAIR, RESTORATION , PAINTING & ALLIED WORK FOR BANK OF BARODA AT DENA BHAVAN BUILDING - A & B , PATEL ESTATE, JOGESHWARI (WEST), MUMBAI 400102. (Both the Buildings are Basement plus G plus 6 Floors)**

## 2. 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 a Bidder for providing “**REPAIR, RESTORATION , PAINTING & ALLIED WORK FOR BANK OF BARODA AT DENA BHAVAN BUILDING - A & B , PATEL ESTATE, JOGESHWARI (WEST), MUMBAI 400102**”..
- Now Bank in process for “**REPAIR, RESTORATION , PAINTING & ALLIED WORK FOR BANK OF BARODA AT DENA BHAVAN BUILDING - A & B , PATEL ESTATE, JOGESHWARI (WEST), MUMBAI 400102**” for this purpose, Bank invites proposal from Bidders who are interested in participating in this RFP who fulfill the eligibility criteria mentioned under Annexure 02 and also in a position to fulfill the requirement as mentioned in Project Scope Annexure 12. Apart from the above the Bidder must also agree to all our terms & conditions mentioned under this RFP.
- The detail scope of work is mentioned in the annexure 12. However, Bank reserve the right to modify/ change the scope of work at any phase of this contract.

## 3. Contract period

The bank shall enter in to an agreement with the selected bidder for a period of completion of **2 Months** . In case of warranty /AMC of any services the agreement deemed extended the last delivered services or support to be provided whichever is later from the date of placing purchase order. The contract will be deemed completed only when all the services contracted by the Bank are provided and implemented along with the associated documentation provided to Bank’s employees; as per the requirements of the contract executed between the Bank and the Bidder ..

## 4. Pre-Qualification for Submission of Bid

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 12., may submit their bid through Bank’s e-tendering service provider website <https://www.tenderwizard.com/BOB> on or before the time line stipulated in the [A] Important Dates.



Bids submitted by any other means other than bid submission in e-tendering website will not be accepted by the Bank. The detail guidelines for submission details and E-tendering mentioned in Annexure 01.

## 5. Application Money- NIL.

## 6. Bid Security (Earnest Money Deposit)

6..1. Bidders are required to give an earnest money deposit of an amount as mentioned in “[A] Important Dates” at the time of submission of the technical bid. The proof of same is to be submitted while opening of eligibility cum technical bid, failing of which the bid of the concerned bidder may be rejected. Bid Security (Earnest Money Deposit)” shall be paid through electronic mode or a Bank Guarantee (Annexure 06 – Bid Security Form) of an equal amount issued by a Commercial Bank (other than Bank of Baroda) located in India. This Bid-security is valid for 8 months and to be submitted through the electronic mode to the below mention account. The details of the account are as under.

- ✓ **Account Number-29040400000417**
- ✓ **Account Name – Bank of Baroda**
- ✓ **Branch- BKC, Mumbai**
- ✓ **IFSC- BARB0BANEAS.**

Non-submission of Earnest Money Deposit in the format prescribed in RFP will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee / security deposit.

The amount of Earnest money deposit would be forfeited in the following scenarios:

- a. In case the bidder withdraws the bid prior to validity period of the bid for any reason whatsoever.
- b. In case of the successful bidder, if the bidder fails or 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
  - ▶ Fail To provide the performance guarantee within 30 days from the purchase order date, for any reason whatsoever.
  - ▶ To comply with any other condition precedent to signing the contract specified in the RFP documents.

**Unsuccessful Bidder's** - Bid security money deposit or bank guarantee will be returned by the Bank within two weeks from closure of the RFP. No interest shall be paid on Bid security money deposit to unsuccessful Bidders.

### **Exemption for application money and EMD amount:**

Exemption from submission of EMD and application money shall be given to bidders, who are Micro and Small Enterprises (SME) / Startups. The bidders who are SME have to submit necessary document issued by NSIC and the bidders who are startups have to be recognized by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD and tender cost 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 along with "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents. SME/Startup firms which are in the process of obtaining NSIC certificate/DIPP will not be considered for EMD and Tender cost exemption.

### **Preference to make in India initiative**

“Bank of Baroda will abide by Govt. of India Public procurement (preference to Make in India) order P-45021/2/2017-B.E.-II Dated 15th June 2017 as applicable to encourage ‘Make in India’ and to promote manufacturing and production of goods and services in India. In case the bidder wishes to avail preference to Make in India order 2017 in public procurement as applicable, bidder may provide self-certification of ‘Local content’ where ‘Local content’ means the amount of value added in India as a percentage of total value in percentage”

## **7. Performance Guarantee**

- 7..1. The successful Bidder shall provide a Performance Guarantee within 21 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Annexure 16 to the extent of **5%** of the Contract value for the entire period of the contract plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a nationalized Bank or schedule commercial bank only, other than Bank of Baroda.
- 7..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 Bidder.
- 7..3. The Bank reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.
- 7..4. If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the earnest money deposit taken from the Bidder, will be forfeited.

## **8. Sub - Contracting:**

The selected service provider/ 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 in the 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

## **9. Service Level Agreement and Non-Disclosure Agreement:**

- The successful bidder shall execute a) Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA) (As per Annexure 19), which contained all the services and terms and conditions of the services to be extended as detailed herein. The successful bidder shall execute the SLA and NDA and provide the same along with acceptance of Purchase Order.

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

#### 10. Compliance with Laws:

- Compliance in obtaining approvals/permissions/licenses: The 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 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 Bidder
- The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above.

Contractor shall obtain

#### 11. Termination:

- Bank reserves the right to terminate this RFP at any stage without any notice or assigning any reason.
- 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 bidder or the 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 bidder as it deemed fit.
- After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, 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 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

#### 12. Grievance Redressal and Dispute Resolution:

- Any 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 ) at [gm.em.bcc@bankofbaroda.co.in](mailto:gm.em.bcc@bankofbaroda.co.in) . It may please be noted that the grievance can be filed by only that bidder who has participated in Procurement proceedings in accordance with the provisions of this RFP. All letters must be addressed to the following:

General Manager (Facilities Management) Bank of Baroda, Baroda Corporate Centre  
C-26, G-Block, BKC, Mumbai-51

### Dispute Resolution:

- The Bank and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers of the Bank and the Bidder, any disagreement or dispute arising between them under or in connection with this RFP.
- If the Bank project manager and 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 Bidder and Bank respectively.
- If within thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Bank, the Bank and the Bidder are unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.
- 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 who shall act as the chairman of the proceedings.
- The seat and place of arbitration shall be **Mumbai**. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings.
- 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.

### 13. 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.

### 14. Prevention of Corrupt and Fraudulent Practices:

- As per Central Vigilance Commission (CVC) directives, it is required that every participating bidders required to signed an integrity pact as per the annexure 17 of this RFP.
- Every Bidders / Suppliers / Contractors are expected to observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of the policy:

- ▶ “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
- ▶ “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 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.
- The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 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.

### **15. Authorized Signatory:**

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract, a certified copy of the 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 Bidder shall furnish proof of signature identification for above purposes as required by the Bank.

### **16. The bid submission by related parties:**

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

In the case of software or hardware either the Indian agent on behalf of the principal/ OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same solution in this tender. If an agent submits bid on behalf of the Principal/ OEM, the same agent cannot submit a bid on behalf of another Principal/ OEM in this tender for the same solution.

### **17. 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:

- ▶ It is not in conformity with the instructions mentioned in the RFP document.
- ▶ It is not accompanied by the requisite Application Money and Earnest Money Deposit (EMD).
- ▶ It is not properly or duly signed.

- ▶ It is received through Telex / telegram / fax
- ▶ It is received after expiry of the due date and time.
- ▶ It is incomplete including non- furnishing the required documents.
- ▶ It is evasive or contains incorrect information.
- ▶ There is canvassing of any kind.
- ▶ Submitted by related parties
- ▶ It is submitted anywhere other than the place mentioned in the RFP.

Further Bank reserves the rights to:

- ▶ Reject any or all responses received in response to the RFP
- ▶ Extend the time for submission of all proposals
- ▶ Cancel the RFP at any stage, without assigning any reason whatsoever.
- ▶ Visit the place of work of the bidder
- ▶ Conduct an audit of the services provided by the bidder.
- ▶ Ascertain information from the Banks and other institutions to which the bidders have rendered their services for execution of similar projects.
- ▶ 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 award date. The addendums, if any, shall be published on Bank's website only.

#### **18. Terms and Conditions:**

- Approval required from BMC/Govt/Local Body if any for completion of the project, shall be obtained by contractor at his own cost. However, statutory fee on production of receipt shall be reimbursed.
- In Case of Covid or similar pandemic, Contractor shall take all precaution as per protocol.
- The Contractor shall at all times during the continuance of the Contract, comply fully with all existing Acts, regulations and bylaws including all statutory amendments and re-enactment of State or Central Government and other local authorities and any other enactments, notifications and acts that may be passed in future either by the State or the Central Government or local authority, including Indian Workmen's Compensation Act, Contract Labour (Regulation and Abolition) Act 1970 and Equal Remuneration Act 1976, Factories Act, Minimum Wages Act, Provident Fund Regulations, Employees Provident Fund Act, schemes made under the same Act and also Labour Regulations as revised Health and Sanitary Arrangement for Workmen, Insurance and other benefits and shall keep Employer indemnified in case any action is commenced by competent authorities for contravention by the Contractor. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated henceforth on the part of the Contractor, the Interior Designer / Employer shall have the right to deduct from any money due to the Contractor, his amount of Performance Security or recover from the Contractor personally any sum required or estimated to be required for making good the loss or damage suffered by the Employer,

responsibility in connection with the employees of the contractor, who shall, in no case, be treated as the employees of the Employer at any point of time.

- The Contractor shall pay the labourers engaged by him on the work not less than fair wage which expression shall mean, whether for time of piecework, the respective rates of wages fixed by the local authorities as fair wages for the area payable to the different categories of labourers or those notified under the Minimum Wages Act for corresponding employees of the Employer, whichever may be higher.

#### IMPORTANT TERMS AND CONDITIONS

| Sr. No. | Description of Work:                                    | REPAIR, RESTORATION , PAINTING & ALLIED WORK FOR BANK OF BARODA AT DENA BHAVAN BUILDING - A & B , PATEL ESTATE, JOGESHWARI (WEST), MUMBAI 400102.  |
|---------|---|--|
| 1.      | Name of Employer  | BANK OF BARODA   |
| 2.      | Time allowed for execution of work                      | <b>2 MONTHS</b>  |
| 3.      | Cost of Tender Document                                 | Nil  |
| 4.      | Validity of the Tender                                  | <b>120</b> days from the date of opening of price bid  |
| 5.      | Retention Money   | <b>3%</b> of the contract value. 8% to be deducted from the R A Bills subject to maximum of 5% of Contract Value including <b>ISD(2%)</b> .  |
| 6.      | Period of Commencement                                  | 7 days from the date of work order or the date of instruction for taking possession of site, whichever is later.   |
| 7.      | Amount of liquidated damages for delay.                 | 1 % of the Contract value per week subject to maximum of 10% of contract value.  |
| 8.      | Defects liability period.                               | 12 months from the date of virtual completion certificate issued by Architect/Bank. Other guarantee/warranty etc. shall be as per tender terms and conditions.   |
| 9.      | Interval of interim bills.                              | Every month/ as per minimum bill amount whichever is earlier   |
| 10.     | Minimum Gross Amount of Interim Bill.                   | Rs. 50 Lac   |
| 11.     | Period of certification of interim bills by Architect   | 15 working days after submission of undisputed Bill along with measurement sheets by Contractor .  |
| 12.     | Period of certification of final bills by Architect.    | 30 working days after submission of Bill along with measurement sheets & "as built" drawings by Contractor.  |
| 13.     | Time within which payment to be made after certificate. | 75% of the net payment to be released within 20 working days from date of receipt of Architect's certificate along with R.A. Bill Certificate (Annexure-I) jointly signed by (Contractor, Architect and Bank's Engineer/P&E officer and Bills, Measurement |

|     |   |   |
|-----|---|---|
|     |   | Sheet/M.B. Balance 25% to be released after 25 working days from date of receipt of Architect's certificate and R.A. Bill certificate jointly signed by Contractor, Architect and Bank's Engineer/P&E officer. No interest is payable on any delayed payment in any circumstances by Bank whatsoever reason.  |
| 14. | Secured Advance against supply of material on site                | Not Applicable  |
| 15. | Performance Guarantee (Bank Guarantee - Non Perishable)           | Performance Guarantee: <b>5 %</b> of Contract Amount to be submitted as Bank Guarantee within 21 days of receipt of Letter of Award (valid up to completion period of the contract/extended period if permitted). No extra charge is payable on extension of BG by Bank. This Performance Guarantee shall be refunded within 21 days of the issue of Virtual completion Certificate (Taking Over Certificate with a list of Defects) as per tender terms and conditions.  |
| 16. | Escalation for Material & Labour & work                           | No escalation/PVA is applicable .The Rates will be remain firm till handing over the site/completed building from date of commencement of work.   |
| 17. | Release of Total Security Deposit (EMD, ISD & Retention Money) :- | <p>"50% of the Total Security Deposit (EMD,SD&amp; Retention Money) shall be refunded to the contractor on":</p> <p>s</p> <ul style="list-style-type: none"> <li>i) Issue of Virtual Completion Certificate by the Architects as per tender terms &amp; condition ii) Contractor's removal of his materials, equipment, labour force, temporary sheds/ stores etc. from the site, (excepting for a small presence required if any for the Defect Liability Period and approved by the Bank.). The remaining 50% of the amount shall be refunded <b>21 (twenty one)</b> days after the end of defects liability period provided he has satisfactorily carried out all the works and attended to all defects in accordance with the conditions of the contract, including site clearance.</li> <li>ii) On submission of new performance Bank guarantee for DLP of 1 years having 3 months grace period having value of 5% of total executed work value for release of 10 % of performance Bank guarantee</li> </ul> |



|     |  |  |
|-----|--|--|
| 18. | Insurance  | CAR Policy (in joint name with Bank as the first party) <b>within 14 days</b> of receipt of Letter of Award (valid up to completion period of the contract/extended period if permitted).Details of Policies is given in annexure. No extra charge is payable on extension of Insurance by Bank.   |
| 19. | Test certificate/reports of materials & Mix Design | Contractor has to submit:<br>i) Satisfactory Test certificates/reports (as per relevant IS code) of materials (including cement, coarse aggregates, fine aggregates, steel etc. of makes mentioned in tender) are to be used at site have to be submitted to our office from a reputed (govt./govt. university) authorized testing lab <b>before its utilization/consumption</b> at site.<br><br>ii) all other test/manufacture's certificates are to be submitted as per tender terms and conditions. Failing which, Bank may take strict action as per tender terms & condition. |

- The RFP document is not 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 Bidder as identified by the Bank, after completion of the selection process as detailed in this document.
- 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, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.
- 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.
- Costs Borne by Respondents: All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.
- No Legal Relationship: No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.
- Recipient Obligation to Inform Itself: The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
- Evaluation of Offers: Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of Bidder, not limited to those selection criteria set out in this RFP document.
- The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement. The 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.
- Acceptance of Terms: the bidders will, by responding to the Bank’s RFP document, be deemed to have accepted the terms as stated in this RFP document
- Only one submission of response to RFP by each Respondent will be permitted.

- The Bank expects the Bidder to adhere to the terms of this tender document and would not accept any deviations to the same.
- The Bank expects that the Bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.
- Unless agreed to specifically by the Bank in writing for any changes to the issued tender document, the Bidder responses would not be incorporated automatically in the tender document.
- 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.
- All responses received after the due date/time as mentioned in "[A] Important Dates. Last Date of Submission of RFP Response (Closing Date)" would be considered late and would be liable to be rejected. E procurement portal will not allow to lodgment of RFP response after the deadline. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.
- The Bank has established RFP coordinators to provide a venue for managing bidder relationship and other requirements through the Bank's decision making body for contract clarification. All the queries and communication must be addressed to the RFP coordinators / contact persons from the Bank mentioned in "[A] Important Dates - RFP Coordinator"
- Recipients are required to direct all communications for any clarification related to this RFP to RFP Coordinator.
- All questions relating to the RFP, eligibility or otherwise, must be in writing and addressed to the addresses given in point "[A] Important Dates" above. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications. The Bank will try to reply, without any obligation in respect thereof, every reasonable question raised by the Respondents in the manner specified.
- However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.
- Respondents should invariably provide details of their email address (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.

- 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.
- Bidder should submit their Eligibility Cum Technical and Commercial bids through online portal. The bidder must register for submission of their bid as specified in this document.
- All submissions, including any accompanying documents, will become the property of the Bank. The 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 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
- All responses should be in English language. All responses by the bidder to this tender document shall be binding on such bidder for a period of 180 days after opening of the bids.
- The bidder may modify or withdraw its offer after submission but prior to the closing date and time as prescribed by Bank. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.
- The bidders required to quote for all the components/services mentioned in the “Project scope” and all other requirements of this RFP. In case the bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- In the event the bidder has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Bidder’s and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to the Bank.
- The Bank is not responsible for any assumptions or judgments made by the bidder for proposing the deliverables. The Bank’s interpretation will be final.
- The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Bidder and responded by the Bidders have been quoted for by the Bidder, and there will be no extra cost associated with the same in case the Bidder has not quoted for the same.
- All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the Bidder to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the

same.

- 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 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.
- By submitting a proposal, the bidder agrees to contract with the Bank within the time period proscribed by the bank. Failure on the part of the successful bidder to execute an agreement with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.
- The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the bidders. In the event the bidders not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing
- The 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 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 bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP.
- The bidder covenants and represents to the Bank the following:
  - ▶ It is duly incorporated, validly existing and in good standing under as per the laws of the state in which the entity is incorporated.
  - ▶ It has the corporate power and authority to enter into Agreements and perform its obligations there under.
- The execution, delivery and performance under an Agreement by bidder :
  - ▶ Will not violate or contravene any provision of its documents of incorporation;
  - ▶ 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;
  - ▶ 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;

- The 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.
- The Bank would not assume any expenses incurred by the bidder in preparation of the response to this RFP and also would not return the bid documents to the Bidders
- The Bank will not bear any costs incurred by the bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.
- Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all bidders and the Bank reserves the right for such waivers and the Bank’s decision in the matter will be final.
- Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all bidders for clarification of their offer. The Bank has the right to disqualify the bidder whose clarification is found not suitable to the proposed project.
- No Commitment to Accept Lowest bid or Any Tender – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever.
- Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct information of the services being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- Price Discussion – It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted.
- If the Bank is not satisfied with the specifications as specified in the tender document and observes major deviations, the bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject bid.
- The Bidder shall perform its obligations under this Tender as an independent contractor, and shall not engage subcontractors to perform any of the Deliverables or Services without the prior permission from Bank. Neither this Tender nor the 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 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.

- The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub-contractors 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 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 contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.
- RFP responses received after the deadline for lodgment of RFPs may be registered by the Bank and may be considered and evaluated by the evaluation team at the absolute discretion of the Bank. Respondents are to provide detailed evidence to substantiate the reasons for a late RFP 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 RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever.

## **Abide with the universal human rights and Bank's Code of Ethics-**

Successful Vendor/Service Provider/Supplier/ Consultant/Contractor, who will be selected according to the service/work/project for which the proposal or quotation is invited shall comply with the Bank's Code of Ethics which is available on the Bank's website>Shareholder's Corner>Policies/Codes> Our Code of Ethics.

The successful bidder 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

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

## **20. Disclaimer**

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this 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, contractors, representatives, agents, or advisers.

## **1. PAYMENT TERMS**

15.1 The payments shall be released by BOB's BCC Office (FM Dept) on presentation of Original copies of (1) Invoice (2) Delivery challan(Certified by Architect) and measurement sheet . **Minimum Bill amount – Rs 50 Lacs.**

15.2 The Bank will release the payments only on receipt of all the relevant documents, within a period of 30 days from the date of receipt of undisputed relevant documents. Any dispute regarding the relevant documents will be communicated within 30 days from the date of receipt of the relevant documents. After the dispute is resolved, Bank will make payment within 30 days from the date the dispute stands resolved



## 2. 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 Service Provider against payments due and payable by Bank to the Service Provider for the services rendered.

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

## 3. COVENANTS OF THE SERVICE PROVIDER

The Service Provider 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 Service Provider shall not substitute the key staff identified for the services mentioned in this Agreement.

The Service Provider 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 Service Provider shall be in sole employment of the Service Provider and the Service Provider 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 Service Provider.

The Service Provider:

- 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 Service Provider for any amount due or claimed to be due by the Service Provider 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, sub-contractors 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 Service Provider 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 Service Provider 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 Service Provider 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. Service Provider 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.

## CONFIDENTIALITY

The Service Provider 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 Service Provider 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 Service Provider or Service Provider's employees during the course of discharging their obligations shall be treated as absolutely confidential and Service Provider irrevocably agrees and undertakes and ensures that Service Provider 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 Service Provider shall not use or allow to be used any information other than as may be necessary for the due performance by Service Provider of its obligations hereunder.

- b. Service Provider 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 Service Provider.
- c. Service Provider shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information.
- d. Service Provider shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also so far as it is practicable Service Provider 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 Service Provider or its affiliates.
- e. Service Provider 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. Service Provider 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/subcontractor 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 Service Provider at the time of disclosure ;
- iii. Was disclosed or parted with the prior consent of BOB;
- iv. Was acquired by Service Provider 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 Service Provider 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 Service Provider 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 service provider delivered to BOB while performing of the services.

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

## INDEMNITY

The Service Provider 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 Service Provider under this Agreement; and/or
- an act or omission of the Service Provider and/or its employees, agents, sub-contractors in performance of the obligations under this Agreement; and/or
- claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Service Provider, against the Bank; and/or
- claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Service Provider to its employees, its agents, contractors and sub-contractors
- 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 Service Provider 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 Service Provider contained in this Agreement; and/or
- Negligence or gross misconduct attributable to the Service Provider or its employees or sub-contractors.

The Service Provider 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 Service Provider in writing as soon as practicable when the Bank becomes aware of the claim; and
- cooperates with the Service Provider in the defense and settlement of the claims.

However, (i) the Service Provider has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Service Provider 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 Service Provider, 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 Service Provider, 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 Service Provider to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank.

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

- Software, hardware, interfacing, or supplies for the solution not approved by Service Provider; or
- any change, not made by or on behalf of the Service Provider, to some or all of the deliverables supplied by the Service Provider 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 Service Provider.

In the event of Service Provider 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 Service Provider under this project.

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

## **PROPERTY RIGHTS**

Each Party owns and retains all rights, title and interests in and to its respective Pre-Existing Intellectual Property and Independent Intellectual Property. Independent Intellectual Property means any Intellectual Property developed by a Party independently of the applicable statement of work. "Pre-Existing Intellectual Property" means any Intellectual Property owned by a Party, or licensed to such Party (other than by the other Party), as at the commencement date of the applicable statement of work.

Whereas title to all inventions and discoveries made jointly by the parties resulting from the Work performed as per this agreement shall reside jointly between the parties. Both the parties shall mutually decide the future course of action to protect/ commercial use of such joint IPR. The Intellectual Property Rights shall be determined in accordance with Indian Laws.

Without prejudice to above paras all the interim/ final deliverables shall be property of bank. Subject to requisite payments the service provider deemed to grand exclusive, perpetual rights to use of the deliverables in favor of bank.

## **PERFORMANCE GUARANTEE**

Service Provider, shall provide unconditional and irrevocable Performance Bank Guarantee for 5% of Contract value 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 6 months with additional claim period of three months after expiry of validity period.

## TERMINATION

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

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 Service Provider 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 Service Provider 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 exceeds 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 Service Provider and such appointment continues for a period of twenty one (21) days;
- The Service Provider is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.
- The Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 service provider 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 Service Provider, 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 Service Provider shall immediately terminate.
- The Service Provider shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
- 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 Service Provider, being used by Service Provider to provide the Services and (ii) the assignable agreements, Service Provider shall, use its reasonable commercial endeavors to transfer or assign such agreements and Service Provider Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.
- Upon Bank's request in writing, Service Provider shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Service Provider to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.
- In the event that this Agreement is terminated for any reasons, either Party shall forthwith hand over to the other the possession of all documents, material and any other property belonging to the other that may be in the possession of the Party or any of its employees, agents or individuals.

### **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.

### **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 Mumbai shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts..

### **ARBITRATION**

- a) The Bank and the Service Provider shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers/ directors of the Bank and the Service Provider, any disagreement or dispute arising between them under or in connection with the contract.
- b) If the Bank project manager/director and Service Provider 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 Service Provider and Bank respectively.
- c) If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Service Provider and Bank, the Bank and the Service Provider 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 Mumbai . 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.

## **AUDIT**

All Service Provider 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 Service Provider 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 Service Provider's premises without prior notice to ensure that data provided by the Bank is not misused. The Service Provider shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank.

## **LIMITATION OF LIABILITY**

Except the grounds mentioned under the para two of this clause, Service Provider'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 at actual and limited to the Total Contract Value.

However, Service Provider's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Service Provider, its employees and Subcontractors 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 Service Provider as part of procurement under the Agreement.

Under no circumstances BOB shall be liable to the Service Provider 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.

## **PUBLICITY**

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

## **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 Service Provider 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.

## **SUBCONTRACTING**

The Service Provider 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.

## **ASSIGNMENT**

The Service Provider agrees that the Service Provider shall not be entitled to assign any or all of its rights and or obligations under this Agreement to any entity including Service Provider'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 Service Provider under this Agreement.

## **NON – SOLICITATION**

The Service Provider, 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 restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication

of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

### **VICARIOUS LIABILITY**

The Service Provider shall be the principal employer of the employees, agents, contractors, subcontractors, etc., if any, engaged by the Service Provider 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, contractors, subcontractors etc., by the Service Provider for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the Service Provider shall be paid by the Service Provider 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 Service Provider 's employees, agents, contractors, subcontractors etc. The Service Provider 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 Service Provider 's employees, agents, contractors, subcontractors, etc.

### **FORCE MAJEURE**

The Service Provider 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 Service Provider and not involving the Service Provider'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 Service Provider 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 Service Provider shall continue to perform Service Provider'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 Service Provider 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.

## 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:**

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

**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:**

**Designation:**

\_\_\_\_\_  
**Name:**

**Designation:**

**Witness 1 :**

**Witness 1 :**

**Witness 2 :**

**Witness 2 :**

(i) **Rate of Progress**

All materials and labour to be provided by the Contractor and the mode, manner and speed of execution and maintenance of the Works are to be of a kind and conducted in a manner to the satisfaction of the Architect/Employer. Should the rate of progress of the Works or any part thereof be at any time be in the opinion of the Architect/Employer too slow to ensure the completion of the whole of the Works by the prescribed time or extended time for completion, the Architect/Employer shall so notify the Contractor in writing and the Contractor shall there upon take such steps as considered necessary by the Architect/Employer to expedite progress so as to complete the works by the prescribed time or extended time for completion. Such communication from the Architect/Employer neither shall relieve the contractor from fulfilling obligations under the contract nor he will be entitled to raise claims arising out of such directions.

(ii) **Work during Night or on Holidays**

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 Architect/Employer, 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 Contractor shall immediately advise the Architect/Employer. 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 Architect/Employer.

All work at night shall be carried out without unreasonable noise and disturbance and with the approval of the Architect/Employer and in addition that of the local authority, if so applicable. The Contractor 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.

**Suspension of Work**

The Contractor shall on the written order of the Architect/Employer in Consultation with EIC suspend the progress of the Works or any part thereof for such time or times and in such manner as the Architect/Employer may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Architect/Employer. The extra cost including all running wages to be paid on the Site, salaries, depreciation and maintenance of plant, Site on costs & overhead costs of the Contract relating to the works done or incurred by the Contractor in giving effect to the Architect/Employer's instructions under this Clause shall, be borne and paid by the Employer. However, the same will not be payable if the such suspension is :

(a) otherwise provided for in the Contract

OR

(b) necessary by reason of inclement weather conditions affecting adversely the safety or quality of the Works.

OR

(c) necessary by reason of some default on the part of the contractor

Provided that the Contractor shall not be entitled to recover any such extra cost unless he gives notice in writing of his intention to claim to the Architect/Employer within 28 days of the Architect/Employer's order. The Architect/Employer shall settle and determine such extra payment and / or extension of time under relevant Clause hereof to be made to the Contractor in respect of such claim as

shall in the opinion of the Architect/Employer be fair and reasonable and the Architect/Employer's decision shall be final and binding.

(d) Deviated and Extra items – As per CPWD Terms.

## 1. Guideline for E-TENDERING

### 1.1. General Instructions

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

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

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

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

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

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

Primary Contact Number

- Mr. Krunal Mahajan : +91-8800907637

Alternate Contact Numbers

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

Contact No. for other activities

- Registration Help Desk : +91-11-49424365

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

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

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

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

### 1.2. 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 RFP.

### 1.3. 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.

### 1.4. Do's and Don'ts for Bidder

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

### 1.5. Guidelines to Bidders for Electronic Tendering System

#### 1.5.1. Pre-requisites to participate in the Tenders

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

The bidders unregistered on e-procurement portal of Bank of Baroda and interested in participating in the e-tendering process shall be required to enroll/register on the e-procurement portal. To enroll, bidders have to generate User ID and password on [www.tenderwizard.com/BOB](http://www.tenderwizard.com/BOB). The bidders may obtain the necessary information on the

process of registration/enrollment either from Helpdesk Support Team: +91-11-49424365 or may download Bidder Help Manuals available under “Help Manuals/ Latest Circulars/ Formats” on home page of e-procurement portal i.e. [www.tenderwizard.com/BOB](http://www.tenderwizard.com/BOB).

### 1.5.2. 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 Bidder transacting on the System. This Digital Certificate should be having Two Pair (1. Sign Verification 2. Encryption/ Decryption). Encryption Certificate is used to encrypt the data / information and Signing Certificate to sign the hash value during the Online Submission of Tender stage.

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

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

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

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

The same procedure holds true for the Authorized Users in a Private / Public Limited Company. The bidder should Ensure while procuring new digital certificate that they procure a pair of certificates (two certificates) one for the purpose of Digital Signature, Non-Repudiation and another for Key Encipherment.

### 1.5.3. Recommended Hardware and Internet Connectivity

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



Broadband/4G connection is recommended for better performance.

- Operating System Requirement : Windows 7 & above
- Browser Requirement (anyone from following)
  - Microsoft Internet Explorer (IE) version 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

## 1.6. Steps to participate in the e-Tenders

### 1.6.1. Online viewing of Detailed Notice Inviting Tenders

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

### 1.6.2. Download of Tender Documents

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

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

- 1.6.4. Close for Bidding : After the expiry of the cut-off time of Online Submission of Tender stage to be completed by the Bidders has lapsed, the Tender will be closed by the Tender Authority.
- 1.6.5. Online Final Confirmation: After submitting all the documents bidders need to click on “Final Submission” tab. System will give pop up “You have successfully completed your submission” that assures submission completion.
- 1.6.6. Short listing of Bidders for Commercial Bidding Process : The Tendering Authority will first open the Technical Bid documents of all Bidders and after scrutinizing these documents will shortlist the Bidders who are eligible for Commercial Bidding Process. The short-listed Bidders will be intimated by email.
- 1.6.7. Opening of the Commercial Bids: The Bidders may remain present in the office of the Tender Opening Authority at the time of opening of Commercial Bids. However, the results of the Commercial Bids i.e. TCO of all bidders shall be made available on the bank’s e-procurement portal after the completion of opening process.
- 1.6.8. Tender Schedule (Key Dates) : The bidders are strictly advised to follow the Dates and Times as indicated in the Time Schedule in the detailed tender Notice for the Tender. All the online activities are time tracked and the electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and time of the stage as defined in the Tender Schedule.

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

- 1.7. **Important Points:** The Bid hash values are digitally signed using valid Class – III Digital Certificate issued by any Certifying Authority. The bidders are required to obtain Digital Certificate well in advance.
  - a. The bidder may modify bids before the deadline for Online Submission of Tender as per Time Schedule mentioned in the Tender documents.
  - b. This stage will be applicable during both Pre-bid / Pre-qualification and Financial Bidding Processes.

Steps by step detailed 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](http://www.tenderwizard.com/BOB)

Note: Bank and ITI Limited shall not be liable & responsible in any manner whatsoever for any failure to access & bid on the e-tender platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the event. Bidders are advised to ensure system availability and prepare their bid well before time to avoid last minute rush. 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 and E-tendering

Technical Bid envelope to contain the following (All the Documents should be digitally signed by authorized representative of bidder)

| Section # | Section Heading   | Proforma Given  |
|-----------|---|---|
| 1.        | Eligibility criteria compliance with bidder comments  | Annexure 02   |
| 2.        | Undertaking from the bidder   | Annexure 03   |
| 3.        | Application Money   | NIL   |
| 4.        | Bid Security (Earnest Money Deposit)  | Bidder to Provide Transaction Details or Bank Guarantee as per Annexure 05<br><b>For Micro and Small Enterprises (MSE) / Startups</b><br>"Bid Security Declaration - As Per Annexure 5A |
| 5.        | Bid Security Form   | Annexure 06   |
| 6.        | Letter of Undertaking from Bidder   | Annexure 07   |
| 7.        | Conformity Letter   | Annexure 09   |
| 8.        | Letter of Undertaking from OEM  | Annexure 10   |
| 9.        | Undertaking of Information Security (Bidder & OEM)  | Annexure 11   |
| 10.       | Executive Technical Summary   | Bidder to provide   |
| 11.       | Technical Proposal: The proposal based on Technical Specification compliance should be submitted with pages properly numbered, each page signed and stamped.                                    | Bidder need to provide the Compliance of all technical requirement along with the scope mentioned in Annexure 12  |
| 12.       | Copy of the tender document along with annexures and addendum duly sealed and signed on all the pages of the document / digitally signed tender document.                                       | Bidder to provide (signed /Digitally signed documents from authorized representative of bidder)   |
| 13.       | Masked price bid (Please note that the masked price bid should be exact reflection of the commercial bid except that the masked price bid <u>should not contain any financial information</u> ) | Not Applicable  |
| 14.       | Letter of authorization from the company authorizing the person to sign the tender response and related documents.  | Bidder to provide   |

| Section #  | Section Heading   | Proforma Given  |
|--|---|---|
| 15.  | A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. | Bidder to provide (To submit Board Resolution copy of authorizing official to submit the Bid) |
| 16.  | Integrity pact  | Bidder to provide detailed Annexure 17  |
| 17.  | Service Level And Non Disclosure Agreement Format   | Annexure 19   |
| Commercial Bid should be strictly as per Commercial bid format (Annexure - 15). Any commercial bid submitted not in conformity with Annexure – 15 and provided along with the Eligibility cum Technical bid, then whole bid will be rejected outright. |   |   |

## **Annexure 02 –Evaluation Terms**

### **1. Evaluation process**

A two stage process is adopted for selection of the Bidder:

- ▶ Stage 1 – Eligibility Cum Technical Bid
- ▶ Stage 2 – Commercial Bid

During evaluation of the Tenders, the Bank, at its discretion, may ask the Bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted. The Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the Bidders to this document and bank will not entertain any correspondence in this regard.

#### **A. Eligibility cum Technical Bid**

Pre-qualification / eligibility criterion for the bidder to qualify this stage is clearly mentioned in below. The Bidder would need to provide supporting documents as part of the eligibility proof. All dates if not specified to be applicable from the date of the RFP.

| S. No    | Eligibility Criteria  | Complied (Yes/No) | Supporting Documents Required                                   |
|----------|---|-------------------|---|
| <b>A</b> | <b>General</b>  |                   |   |
| 1        | Bidder must be a Government Organization / PSU / PSE / partnership firm / LLP/Proprietorship or private / public limited company in India for last 5 years. |                   | Documentary Proof to be attached (Certificate of Incorporation) |
| 2        | Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs).               |                   | Letter of confirmation from Bidder.                             |

| S. No | Eligibility Criteria  | Complied (Yes/No) | Supporting Documents Required   |
|-------|---|-------------------|---|
| 3     | <p>The Bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017.</p> <p>or</p> <p>The Bidder is from such a country 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 to the said Office Memorandum / Order and we submit the proof of registration herewith.</p> |                   | <p>Undertaking as per Annexure 03 and</p> <p>Copy of certificate of valid registration with the Competent Authority (If applicable)</p> <p>(signed /Digitally signed documents from authorized representative of bidder&amp; OSD\ OEM)</p>  |
| 4     | <p>The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.</p>  |                   | <p>Letter of confirmation from Bidder.</p>  |
| 5     | <p>The Bidder to provide an undertaking on his letter head that all the functional and technical requirements highlighted as part of Technical Scope are covered in totality in the proposal submitted by the Bidder.</p>   |                   | <p>Letter of confirmation from Bidder.</p>  |
| 6     | <p>The Bidder should have completed similar jobs in last 7 years as on 30.11.2023.</p>  |                   | <ul style="list-style-type: none"> <li>• One similar completed work costing not less than Rs. 76.80 Lacs ( 80% of the Estimated Cost OR</li> <li>• Two similar completed works, each costing not less than `Rs. 48.00 Lacs. (50% of estimated Cost) OR</li> <li>• Three similar completed works, each costing not less than Rs. 38.40 Lacs.(40% of estimated</li> </ul> |

| S. No    | Eligibility Criteria  | Complied (Yes/No) | Supporting Documents Required  |
|----------|---|-------------------|--|
|          |   |                   | <p>cost)</p> <p>(*similar jobs include civil/Repair work &amp; painting work of Residential/ commercial buildings for Govt Sector and large listed pvt organization).</p>  |
| <b>B</b> | <b>Financial</b>  |                   |  |
| 1        | <p>The Bidder must have registered avg turnover of Rs 28.80 Lacs during the last three completed financial years. – 2020-21 and 2021-22 and 2022-23 (Not inclusive of the turnover of associate companies).</p> |                   | <p>Audited Financial statements for the financial years 2020-21 and 2021-22 and 2022-23 Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.</p> |

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

### Format-1

### LIST OF PROJECTS EXECUTED (More than 40% of the Estimated Cost) DURING THE LAST 7 YEARS

#### Notes:

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

### Format-2

### LIST OF IMPORTANT WORKS IN HAND

| Sl . | Name of work/project with address. | Name & full postal address of the owner. Specify | Contract Amount (Rs.) (for PMC) | Stipulated time of completion (Years) | Present status | Any other relevant |
|------|------------------------------------|--|---------------------------------|---------------------------------------|----------------|--------------------|
|------|------------------------------------|--|---------------------------------|---------------------------------------|----------------|--------------------|

|        |   |  |  |   |                |              |
|--------|---|--|--|---|----------------|--------------|
| n<br>o |   | whether Govt. undertaking along with name, address and contact nos. of – 2- persons (Engineers or top officials of the organization) | work only) with copy of Work Order & completion certificate from project in- charge. |   | of the project | Information. |
| 1      | 2 | 3  | 4  | 5 | 6              | 7            |
|        |   |  |  |   |                |              |

**Note:-**

Information has to be filled up specifically in this format.

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

**PROFORMA - 3**

**Details of Infrastructure in Office**

***(Please enclose this information in the PART I (technical bid) of the bid. Bid of agencies who***

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

***are not furnishing above information will be summarily rejected).***

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

PLACE :

DATE : \_\_/\_\_/20...

SIGNATURE OF BIDDER & Co's seal

The technical bids of only those bidders who qualify the above mentioned eligibility criteria will be evaluated.



## B. Commercial Bid Evaluation

The commercial bids of only those bidders who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible Bidders.

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

### 2. Commercial Bids Terms

- a. The bidder is requested to quote in Indian Rupee (INR). Bids in currencies other than INR would not be considered. The date for opening of price bids would be communicated separately to the successful bidders post the completion of the technical evaluation
- b. The prices and other terms offered by bidders must be firm for an acceptance period of 180 days from the opening of the commercial bid.
- c. In case of any variation (upward or down ward) in Government levies / taxes / cess / duties etc. which has been included as part of the price will be borne by the bidder. Variation would also include the introduction of any new tax / cess/ duty, etc provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like GST and any taxes introduced instead of GST and levies associated to GST or any new taxes introduced after the submission of bidder's proposal shall be passed on or adjusted to the Bank. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Necessary documentary evidence should be produced for having paid any tax/cess/duty, if applicable, and or other applicable levies.
- d. If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than GST and if the Bank has to pay the same for any of the items or supplies made here under by the bidder, for any reason including the delay or failure or inability of the bidder to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Bidder along with the documentary evidence. If the Bidder does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Bidder from the Bank along with the interest calculated at commercial rate.
- e. Terms of payment as indicated in the letter of acceptance/ order that will be issued by the Bank on the selected Bidder will be final and binding on the bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the bidder".
- f. The Bank is not responsible for any assumptions or judgments made by the bidder for arriving at any type of costing. The Bank at all times will benchmark the performance of the bidder to

the RFP and other documents circulated to the bidder and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the bidder must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents. The Bank shall not be responsible for any assumptions made by the bidder and the Bank's interpretation will be final.

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

### 3. Price Comparisons

- a. The successful bidder will be determined on the basis evaluation mentioned in Evaluation Criteria in this RFP document.
- b. The Price offer shall be on a fixed price basis. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected. The rate quoted by the bidder should necessarily include the following:
  - ▶ Prices quoted by the Bidder should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals. The Bidder is expected to provide the GST percentage in both the commercial. There will be no price escalation for during the contract period and any extension thereof.
  - ▶ The Bidders expected to provide details of services which are required to be extended by the Bidder in accordance with the terms and conditions of the contract.

**Annexure – 03 Declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a 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 Bidder duly signed by an authorized signatory***

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

Sir,

We, M/s \_\_\_\_\_ are a private/public limited company/LLP/Firm ~~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 “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 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 Bidder from a country which shares a land border with India and / or sub-contracting to contractors 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 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 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 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 bidder of a country which shares a land border with India and on sub-contracting to contractors

from such countries; I certify that our subcontractor 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 contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our subcontractor 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.....by .....20

Yours faithfully,

Authorized Signatory

Name:

Designation:

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 Fees (Application Money) Letter – Not Applicable**

To,

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

Sir,

**Sub: RFP FOR PROCUREMENT OF \_\_\_\_\_.**

We ..... having our registered office at ..... (herein after called the 'BIDDER') are offering Application Money Deposit as per details below for consideration of the bid of the above mentioned Bidder.

**Amount:** Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only)

**Mode:** Online Transfer

**Payment Type:** RTGS (Real Time Gross Settlement) / NEFT (National Electronics Fund Transfer)

**UTR / Txn ref. No.** \_\_\_\_\_

**Txn Date:** \_\_\_\_\_

**Remitting Bank:** \_\_\_\_\_

**Remitting Bank IFSC Code:** \_\_\_\_\_

**Beneficiary Account:** Bank of Baroda, Bank Account No. 29040400000417

**Beneficiary Bank IFSC Code:** BARB0BANEAS

The details of the transaction viz. scanned copy of the receipt of making transaction or Micro and Small Enterprises (MSE) / Startups Certificate (if EMD not applicable) to be enclosed.

The Bank at its discretion, may reject the bid if the application money doesn't reflect in beneficiary account as per details furnished above.

Dated this.....by .....20

Yours faithfully,

**Authorized Signatory**

**Name:**

**Designation:**

**Bidder's Corporate Name**

**Address**

**Email and Phone #**

**Annexure 05 – Bid Security Letter**

To,

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

Sir,

**Sub: RFP FOR PROCUREMENT OF PROPOSED REPAIR, RESTORATION , PAINTING & ALLIED WORK FOR BANK OF BARODA AT DENA BHAVAN BUILDING - A & B , PATEL ESTATE, JOGESHWARI (WEST), MUMBAI 400102.**

We ..... having our registered office at ..... (herein after called the 'BIDDER') are offering Earnest Money Deposit as per details below for consideration of the bid of the above mentioned Bidder.

**Amount:** Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only)

**Mode:** Online Transfer/Bank Guarantee.

**Payment Type:** RTGS (Real Time Gross Settlement) / NEFT (National Electronics Fund Transfer)/ /Bank Guarantee

**UTR / Txn ref. No.** \_\_\_\_\_

**Txn Date:** \_\_\_\_\_

**Remitting Bank:** \_\_\_\_\_

**Remitting Bank IFSC Code:** \_\_\_\_\_

**Beneficiary Account:** Bank of Baroda, Bank Account No. 29040400000417

**Beneficiary Bank IFSC Code:** BARB0BANEAS

The details of the transaction viz. scanned copy of the receipt of making transaction or Bank Guarantee or Micro and Small Enterprises (MSE) / Startups Certificate (if EMD not applicable) to be enclosed.

The Bank at its discretion, may reject the bid if the EMD money doesn't reflect in beneficiary account or BG not received as per details furnished above.

**Account Details for refund of Bid Security (Earnest Money Deposit) as per terms & conditions mentioned in the Tender document**

We ..... having our registered office at ..... (herein after called the 'BIDDER') are providing our bank account details as per below to be considered as our account for refund of Bid Security (Earnest Money Deposit), wherever applicable as per terms & conditions mentioned in the Tender document.

**A/C Name:**

**A/C No.(Company account details):**

**IFSC Code:**

**Bank Name:**

**Bank Address:**

The details mentioned above is treated as final & bank shall not be held responsible for any wrong/failed transaction due to any discrepancy in above details.

Dated this.....by .....20

Yours faithfully,

**Authorized Signatory**

**Name:**

**Designation:**

**Bidder's Corporate Name**

**Address**

**Email and Phone #**

**Annexure 06- Bid Security Form**

*Pro forma for Bank Guarantee in lieu of EMD*

To,

Date DD-MM-YYYY

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

**Dear Sir,**

WHEREAS.....(Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at ..... India (hereinafter referred to as “the VENDOR”) proposes to offer its response to RFP No.. #: (RFP details) ..... (hereinafter called the “RFP”)

AND WHEREAS, in terms of the conditions as stipulated in the RFP, the VENDOR is required to furnish a Bank Guarantee in lieu of the Earnest Money Deposit (EMD), issued by a Scheduled Commercial Bank in India in your favour to secure the order of the RFP in accordance with the RFP Document (which guarantee is hereinafter called as “BANK GUARANTEE”)

AND WHEREAS the VENDOR has approached us, ..... for providing the BANK GUARANTEE.

AND WHEREAS at the request of the VENDOR and in consideration of the proposed RFP response to you, We,.....having..... Office at....., India has agreed to issue the BANK GUARANTEE.

THEREFORE, WE, ....., through our local office at ..... India furnish you the Bank GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We....., 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 to the extent of Rs.....(Rupees .....only) an amount equivalent to the EMD 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 vender . any of the terms and conditions contained



in the RFP and in the event of the VENDOR commits default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the RFP 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 VENDOR of their obligations in terms of the RFP.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the VENDOR has committed any such 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.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the VENDOR after expiry of the relative guarantee period of the RFP and after the VENDOR had discharged all his obligations under the RFP and produced a certificate of due completion of work under the said RFP and submitted a "No Demand Certificate" "provided always that the guarantee shall in no event remain in force after the day of ..... 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. Should it be necessary to extend Bank Guarantee on account of any reason whatsoever, we undertake to extend the period of Bank Guarantee on your request under intimation to the VENDOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without affecting Bank Guarantee from time to time to vary any of the terms and conditions of the RFP or extend the time of performance of the RFP or to postpone any time or from time to time any of your rights or powers against the VENDOR and either to enforce or forbear to enforce any of the terms and conditions of the said 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 VENDOR or any other forbearance, act or omission on your part or any indulgence by you to the VENDOR or by any variation or modification of the RFP 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 day of ..... unless expressly agreed to by us in writing.

6. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the VENDOR 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 VENDOR.
7. 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 VENDOR 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.
8. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the VENDOR from time to time arising out of or in relation to the said RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by courier, telex, fax, e-mail 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.
10. 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 here before given to you by us (whether jointly with others or alone) and now existing un-cancelled and that Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. The Bank Guarantee shall not be affected by any change in the constitution of the VENDOR 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.
12. 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.
13. 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 VENDOR.
14. Notwithstanding anything contained herein above;
  - i) our liability under this Guarantee shall not exceed Rs.....(Rupees.....only) ;
  - ii) this Bank Guarantee shall be valid up to and including the date ..... and
  - iii) 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.

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

For and on behalf of

Branch Manager

Seal & Address

## **Annexure 07 – covering letter from the Bidder**

To

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

Sir,

**Sub: RFP FOR PROPOSED REPAIR, RESTORATION , PAINTING & ALLIED WORK FOR BANK OF BARODA AT DENA BHAVAN BUILDING - A & B , PATEL ESTATE, JOGESHWARI (WEST), MUMBAI 400102.**

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 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. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. 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".
6. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
7. 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.....by .....20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

## **Annexure 08–Pre-Bid Queries Form**

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Date:

## **Annexure 09–Conformity Letter**

*(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)*

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

Sir,

**Sub: RFP FOR PROPOSED REPAIR, RESTORATION , PAINTING & ALLIED WORK FOR BANK OF BARODA AT DENA BHAVAN BUILDING - A & B , PATEL ESTATE, JOGESHWARI (WEST), MUMBAI 400102.**

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:

Bidder’s Corporate Name

Address

Email and Phone #

## **Annexure 10– Project Details Scope of Work**

### **1. Project Scope**

Bank will award the contract to the successful bidder and the bidder should provision of **Repair, Restoration , Painting & Allied Work for Bank Of Baroda at Dena Bhavan Building - A & B , Patel Estate, Jogeshwari (West), Mumbai 400102** including supply, install and maintenance as per the scope briefed in this RFP.

The Bidder shall perform the following tasks as per Bank requirement and satisfaction as per this RFP, but not limited to:

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

### **Annexure-11- Service levels**

- **Completion period- 2 Months**
- **Warranty**
- **Payment Terms**

The bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the bidders must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the bidder, in case of delays or defaults on the part of the bidder. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the cost of such items and professional fees quoted by the bidder in the price bid against such activity / item.

There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the bidder. Payment will be released by Bank, as per above payment terms on submission of relevant documents.

The Bank will pay invoices within a period of 30 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected bidder within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 30 days from the date the dispute stands resolved.

### **2. Inspections and Tests**

### **3. Right to Alter requirements**

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



## Annexure 12-Performance Guarantee

### **BANK GUARANTEE**

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To

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

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

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

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

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

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

1. We ..... do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified

from time to time and at all times to the extent of Rs. ....../-(Rupees ..... only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the Bidder of any of the terms and conditions contained in the PO and RFP / SLA and in the event of the Bidder committing default or defaults in carrying out any of the work or discharging any obligation under the PO or RFP document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs......./-(Rupees ..... only) as may be claimed by you on account of breach on the part of the Bidder of their obligations or default in terms of the PO and RFP.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the Bidder has committed any such breach/ default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by Bank of Baroda shall be conclusive as regards the amount due and payable by us to you.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the Bidder after expiry of the relative guarantee period provided always that the guarantee shall in no event remain in force after ..... (date) without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. You will have the fullest liberty without our consent and without affecting our liabilities under this Bank Guarantee from time to time to vary any of the terms and conditions of the PO and RFP or extend the time of performance of the contract or to postpone for any time or from time to time any of your rights or powers against the Bidder and either to enforce or forbear to enforce any of the terms and conditions of the said PO and RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Bidder or any other forbearance, act or omission on your part or any indulgence by you to the Bidder or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. ....../-( Rupees..... only) as aforesaid or extend the period of the guarantee beyond the said ..... (date) unless expressly agreed to by us in writing.
5. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the Bidder or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the Bidder.
6. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Bidder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank

Guarantee.

7. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the Bidder from time to time arising out of or in relation to the PO and RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
8. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
9. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to you by us (whether jointly with others or alone) and now existing 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 Bidder or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
11. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the Bidder shall have no claim against us for making such payment.
13. Notwithstanding anything contained herein above;
  - a. our liability under this Guarantee shall not exceed Rs. ..../- (Rupees .....only)
  - b. this Bank Guarantee shall be valid and remain in force upto and including the date ..... and
  - c. we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
14. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

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

For and on behalf of

Branch Manager

Seal and Address

## Annexure 13 – Integrity Pact

### PRE CONTRACT INTEGRITY PACT (TO BE STAMPED AS AN AGREEMENT)

Between

**BANK OF BARODA**, a body corporate constituted under the provisions of Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra-Kurla Complex, Bandra East, Mumbai 400051 (hereinafter referred to as “**BOB**”; which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and assigns);

And

....., a company incorporated under the (Indian) Companies Act, 1956 / 2013 and whose registered office is at \_\_\_\_\_ through its authorized representative Mr. \_\_\_\_\_ hereinafter referred to as “Bidder”, which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns)

#### **Preamble**

BOB is a one of the nationalized PSU Bank having its presence throughout India and \_\_\_\_\_ overseas territories. BOB is committed to fair and transparent procedure in appointing of its outsource service providers.

The BOB intends to appoint/ select , under laid down organizational procedures, contract/ s for.....

BOB values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the BOB will appoint Independent External Monitors (IEM ) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

#### **Section 1 - Commitments of BOB**

- (1) The BOB commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a. No employee of the BOB , personally or through its family members , will in connection with the tender for , or the execution of a contract, demand ; take a promise for or accept, for self or third person, any monetary or non-monetary benefit which the person is not legally entitled to.

- b. The BOB will, during the tender process treat all Bidder(s) with equity and reason. The BOB will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The BOB will make endeavor to exclude from the selection process all known prejudiced persons.
- (2) If the BOB obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the BOB will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

## **Section 2 - Commitments of the Bidder(s)/ Contractor(s)**

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the BOB employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract
  - b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the BOB as part of the business relationship, regarding plans, technical proposals and business details, including information contained or

transmitted electronically.

- d. The Bidder(s) / Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, Similarly the Bidder(s) / Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- g. The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the BOB is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process or take action as per law in force (

### **Section 4 - Compensation for Damages**

- (1) If the BOB has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the BOB is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the BOB has terminated the contract according to Section 3, or if the BOB is entitled to terminate the contract according to Section 3, the BOB shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 - Previous transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process

## **Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors**

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The BOB will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The BOB will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

## **Section 7 - Criminal charges against violating Bidder(s) / Contractor(s) Subcontractor(s)**

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

## **Section 8 - Independent External Monitor**

- (1) The BOB appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BOB including that provided by the bidder/ Contractor. The bidder/ Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-

contractor(s) with confidentiality. The Monitor has also signed 'Non-Disclosure of Confidential Information'. In case of any conflict of interest arising during the selection period or at a later date, the IEM shall inform BOB and recuse himself / herself from that case.

- (5) The BOB will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the BOB and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the BOB and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the BOB officials within 15 days from the date of reference or intimation to him by the BOB and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the BOB, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the BOB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

## Section 9 - Pact Duration

This Pact shall be ineffective from the date of its execution, and shall expires for the selected Contractor till the contract period, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

## Section 10 Other provisions



- (1) This agreement is subject to Indian Law and court of Mumbai shall have exclusive jurisdiction to entertain any matter arising out of this pact.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like scope of work, Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and RFP/ RFQ/ tender documents and its Annexure, the Clause in the Integrity Pact will prevail.

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

**BOB**

**BIDDER**

Name of the Officer:

Chief Executive Officer

Designation:

Department:

Date:

Date:

Place:

Place:

Witness

Witness

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

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

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

2.

\_\_\_\_\_

## **Annexure 14 - SERVICE LEVEL AND NON DISCLOSURE AGREEMENT FORMAT**

This Agreement is made in Mumbai 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 Service Provider” (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 Service Provider 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 9500+ branches in India and 100+ branches/ offices overseas including branches of our subsidiaries, distributed in 25 countries. Bank desires to select a Service Provider for Supply, Installation & Maintenance of Network Hardware at Bank Branches / Offices and had invited offers.

In response to RFP no ----- dated ----- issued by Bank, the Service Provider also submitted its offer and has represented that it is engaged in the business of Supply, Installation & Maintenance of Network Hardware. 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 Service Provider and other applicable criteria, Service Provider was declared as a successful 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**

#### **4. DEFINITIONS**

#### **5. 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.

#### **6. SCOPE OF SERVICE**

The Service Provider agrees to perform the services as part of the scope of this engagement including but not limited to as mentioned in Schedule I 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.

## 7. STANDARDS

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

## 8. DELIVERY

(Terms mentioned in the RFP)

## 9. Transportation and Insurance

(Terms mentioned in the RFP)

## 10. Pre-shipment Inspections

(Terms mentioned in the RFP)

## 11. Installation

(Terms mentioned in the RFP)

## 12. Replacement of network hardware

(Terms mentioned in the RFP)

## 13. Affixing Asset Tags on network hardware Equipment:

(Terms mentioned in the RFP)

## 14. Warranty including Annual Maintenance Contract (AMC):

(Terms mentioned in the RFP)

## 15. Annual Maintenance Contract and Annual Technical Support

(Terms mentioned in the RFP)

## 16. DOCUMENTATION

The Service Provider 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.

## 17. 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.

**Note- The stamp duty required as per Contract value and as per Relevant acts shall be borne by Contractor .**

# **TECHNICAL SPECIFICATIONS FOR REPAIR**

## **RESTORATION WORK**

### **SECTION “D”**

#### **IV.1 EXTERNAL PLASTERING (SAND FACED)**

##### **1. MATERIALS:**

- a. CEMENT: Ordinary Portland cement 43 grade of approved make confirming to IS :269 OR P.P.C.
- b. SAND: River sand from the available sources like Tansa, Vaitarana, Mahad. The sand shall be hard, strong, dense, and clean with uncoated grains. The maximum size of the particles shall be 4.75 mm and shall be graded down. Silt content should not be more than 4% by weight and 7% by volume.
- c. WATER: Water used for mixing and curing shall be clean and free from injurious or deleterious materials, which are likely to affect the strength of plaster. Water should be potable.
- d. WATERPROOFING COMPOUND: The waterproofing compound shall be used as per manufacturers specifications.
- e. Contractor shall provide 10 years water proofing guarantee on appropriate value of stamp paper as per Bank’s approved format.

##### **2. PREPARATION OF SURFACE: -**

All joints of the walls to be plastered should be raked out properly to a depth of 10mm. The RCC surface should be hacked properly to get good key to the plaster. Dust and loose mortar shall be brushed out. Efflorescence, if any shall be removed by scraping and brushing. The surface shall then be washed thoroughly with running water, cleaned and kept wet before plastering is commenced. If the surface becomes dry in spots such areas shall be moistened again to restore uniform suction.

##### **3. PROPORTION OF MORTAR AND MIXING:**

The proportion for external cement plaster for brick or concrete surfaces shall be 1:4 and 1:3 for the two coats viz base coat and finishing coat respectively. No more cement mortar shall be prepared than that can be used within half an hour. While hand mixing, cement and sand in the specified proportion shall be thoroughly mixed dry by turning over at least three or more times till a homogeneous and mixtures of uniform colour is obtained. Waterproofing compound of approved make shall be added according to manufacturer’s specification.

Fresh and clean water shall be added gradually through a hose and thoroughly mixed so that the mix becomes homogenous and each particle of sand shall be completely covered with a film of wet cement. Mixing place shall be so arranged that no deleterious, extraneous materials get mixed with

mortar nor the mixing water of the mortar shall flow out. Mixing place shall be clean, hard and impervious. Mixing trays made out of minimum 3 mm thick M.S. sheets of size 4'x 4' or 6" x6' or as required shall be used.

#### **4. APPLICATION OF PLASTER:**

Plastering shall be applied in two coats namely 12 mm thick undercoat and 8mm thick finishing coat. Plastering shall be started from the top and worked down towards the floor. To ensure minimum specified thickness and a true plumb surface, patches of about 15mm thick shall be first applied, horizontally and vertically at not more than two meter intervals over the entire surface of dead walls to serve as gauges. The surfaces of these gauged areas shall be truly in the plane of the finished plaster surface.

#### **5. UNDERCOAT:**

The mortar shall then be applied on the wall, between the gauges with trowel. The mortar shall be applied in a uniform surface slightly more than the thickness of 12 mm and well pressed into the joints and on the surface and rubbed leveled with a flat wooden rule to give required thickness. Long straight edges reaching across the gauges shall be used with small upward and sideways movement at the time to ensure perfectly plane and even surface. Keys shall be formed on the surface by thoroughly combing it with wavy horizontal lines about 12mm apart and 3mm deep when the mortar is still plastic. This undercoat shall be cured for not less than two days before finishing coat is applied. Waterproofing compound of approved make shall be added according to manufacturer's specification to make the mortar watertight.

#### **6. FINISHING COAT:**

The finishing coat shall be applied after the undercoat has sufficiently set but not dried in any case within 48 hours. Sand to be used for second coat shall be sieved; sand passing through 3mm sieve shall be used. The finishing coat shall be struck uniformly over the first coat and firmly pressed and leveled using a batten. The surface then shall be firmly trowelled and sponge floated to remove excess moisture and bring the sand to the surface. Waterproofing compound shall be added in the mix. The finished surfaces shall be true and even and shall present uniform texture throughout. When the finishing coat has hardened, the surface shall be kept moist continuously for 14 days. To prevent excessive evaporation on the sunny or windward side of the building in hot weather, gunny bags may be hung over on the outside of the plaster in the beginning and kept moist.

#### **7. GENERAL:**

All corners, junctions shall be truly vertical and horizontal as the case may be and shall be carefully finished.

In suspending work at the end of the day, the plaster shall be left clean to the line both horizontally and vertically. When recommencing the plastering, the edge of the old work shall be scraped, cleaned and wetted with cement slurry before the plaster is applied to the adjacent areas to enable the

two properly join together. Plastering work shall be closed at the end of the day on the body of the wall and not nearer than 15cm to any wall ends/edges. The joint of first and second coat of plaster should not fall at the same location.

#### **IV.2 NEERU FINISHED CEMENT PLASTER:**

The cement mortar used shall be in proportion 1:5 unless otherwise specified. One part of Portland cement shall be dry mixed with five parts of sand; sufficient water shall then be added to make a homogenous mixture. Mortar usable within % hour only should be prepared at a time. Joints in brick and stone masonry shall be raked out to receive the plaster and concrete surface shall be hacked and washed well before plastering, the brickwork shall be kept wet for at least four hours before plastering. A first coat of plaster or requisite thickness shall be applied and shall be finished with a coat of instant neeru.

Neeru shall be prepared using 4 parts of neeru with one part of ordinary Portland cement.

Neeru shall be applied to plaster surface, which are partially set, but somewhat plastic, with steel trowel to a thickness slightly more by 1.5 mm. The ready mix NEERU of approved make available in the open market may be used for this purpose with addition of cements required.

#### **IV.4 STRUCTURAL REPAIRS BY POLYMER MODIFIED MORTAR:**

- A. Before taking up structural repair to any RCC structural member in a building it should be propped up adequately with steel props and braced during the period while it is under repair till it attains its final strength. The contractor shall submit his plan and methodology of propping before breaking the old concrete and get it approved by the consultant.
- B. After removing the plaster from the RCC members, the unsound /weak and cracked concrete from the deteriorated RCC members shall be removed carefully up to steel reinforcement with chisel and light weight hammer without disturbing the core concrete. Chipping shall continue until there are no cavities, which will cause an abrupt change in thickness of repaired surface.
- C. An undercut is made carefully up to 6mm behind the existing steel bars to facilitate the removal of rust entirely.
- D. Removing the rust carefully by stiff wire brush. Providing and applying rust remover RUSTICIDE — SS to the exposed steel by brush or cotton swab to remove the residual rust and to render the surface of steel passive so as to prevent fresh corrosion. Allowing remaining 24 hours and then brushing off any loose particles by means of wire brush.
- E. Ideally, the condition around the steel should remain permanently alkaline in the PH range of 11.50 to 13 .00 so that further corrosion can be altogether avoided. Providing and applying a passive coat of polymer and cement (POLYMER and CEMENT SLURRY) in the proportion of (1: 1. 5) by weight to the chemically de-rusted steel bars by brush in two coats. Care shall be taken that even the minutest part of the steel is not left uncovered.

- F. The surface to which the polymer mortar is to be applied shall be made dust free by washing the surface thoroughly with clean water.
- G. Primer cum bonding coat of polymer and cement slurry (POLYMER and CEMENT) in the proportion 1:1 by weight shall be applied on the surface of old concrete to have adequate joint between the old and new treatment.
- H. Immediately, after treating the surface with a bonding coat and whilst it is still wet/tacky, POLYMER MODIFIED MORTAR shall be applied on the primed surface. This polymer modified mortar shall consist of ONE KG POLYMER + 5 KG ORDINARY PORTLAND CEMENT + 15 KG CLEAN RIVER SAND (10 KGS PASSING 2mm +5 KGS 1mm. DOWN) or Quartz sand as specified in the item + 1 TO 1.5 LITERS WATER DEPENDING UPON DESIRED CONSISTENCY.
- I. This mortar application shall be done within open time of the bonding coat. Only small quantities of mortar shall be mixed which shall be consumed in 45 minutes. The mortar shall be applied in layers of 20 mm thickness at a time as greater thickness may lead to slumping. Further coats shall be applied fairly in rapid successions within 15 -30 minutes. After application of mortar the surface shall be leveled using a wooden float or steel trowel. The final surface shall be left rough and furrowed 2mm deep with scratching tool horizontally to form a key for further coats.
- J. Technical specification for bond coat (for the proper bonding between the old concrete and new polymer modified Mortar treatment and for the proper bonding between old concrete where there is no proper taccha (not hacked properly)) The surface to which polymer mortar is to be applied shall be made dust free by washing the surface thoroughly by clean water. Primer cum bonding coat of polymer and cement slurry (polymer and cement) in the proportion 1:1 by weight shall be applied on the surface of old concrete to have adequate joint (bonding) between the old and new treatment. Immediately after treating the surface with bonding coat and while it is still wet/tacky polymer Modified mortar should be applied on the primed surface. The mortar application shall be done within the open time of the bonding coat which varies from brand to brand. Before applying bonding coat, the surface shall be made wet ensuring that it is saturated but free of surface water. The bonding slurry shall be worked well into the surface of the parent body by using stiff brush ensuring that no pinholes are visible. The bonding slurry shall not be applied at a thickness in excess of 2mm.
- K. Technical specification for dash coat (for damaged brick masonry and where thickness of the plaster is more than 1” or more than two coats of plastering is required). All the loose masonry joints between the bricks the bricks and cement blocks etc should be cleaned properly. The joints should be filled up with cement mortar with cement sand ratio of 1:4 with addition of waterproofing compound of 150ml for bag of cement (or as per manufactures specification). Then one layer of dash coat should be applied on the wall surface with cement sand mortar ratio of 1:4 with addition of waterproofing compound of



15m (or as per manufactures specifications) for one bag of cement and using sm all pieces of brickbats in the mortar to the required level. The wall surface should be damp before application of the dash coat. This treatment is applicable where the brick masonry and the cement block masonry damaged after the removal of the plaster, where the thickness of the plaster is more than 1” or where more than two coats of plastering is required. Curing shall be done for 7 days before application for further coats of plastering.

#### **NOTES:**

1. Before applying bonding coat, the surface shall be made wet ensuring that it is a saturated but free of surface water.
2. The bonding slurry shall be worked well into the surface of the parent body using stiff brush ensuring that no pinholes are visible. Bonding slurry shall not be applied at a thickness in excess of 2mm.
3. Curing of the treatment shall be done by damp gunny bags after minimum of 48 hours of initial setting time.
4. Because of rust, if reduction in size of reinforcing bars is more than additional reinforcement shall be provided and paid under relevant item.
5. The specified polymers or their equivalent may be used.
6. All works relating to polymers shall be as per instructions / guidance / method of application by manufacturers.

#### **IV.5 MICRO CONCRETE:**

Supports: The R C members should be properly supported before chipping the spalled /loose concrete. The props provided shall be adequate to provide sufficient structural support to the load carrying members.

- a)
- b)
- d)
- e)
- f)

#### **Surface Preparation of concrete:**

All the spalled cracked concrete or any other pre-applied mortar shall be removed by chipping to expose the reinforcing bars. The concrete shall be chipped to a minimum depth of 10mm behind the reinforcing bars. The areas to be repaired shall be profiled to get rectangular or square shape with an inward tapering

#### **Surface preparation of reinforcement:**

The exposed reinforcing bars should be cleaned thoroughly to remove all traces of rust, scales, etc., by using wire brush, emery paper etc. The lateral ties/stirrups shall also be cleaned in the same way. After removal of corroded portion, the diameter of the reinforcement shall be checked and compared with the drawings.

#### **Edge Provision of additional reinforcement:**

As the diameter of reinforcing bars is reduced substantially (say >20%) additional bars shall be provided as per the design. This additional reinforcement shall be properly anchored to the existing concrete by providing adequate shear connectors. Weld mesh may also be provided if found necessary.

**Provision of shear connectors:**

Shear connectors of 8mm diameter shall be provided in holes of 14mm diameter and 75 mm deep. These shall be provided at every 500mm c/c on all the faces of the beams in staggered form. The holes shall be cleaned with compressed air or water jet to remove all the dust etc. and then the shear connectors shall be fixed in the holes using polyester resin anchor grout

**Priming of reinforcement bars:**

The exposed and cleaned reinforcing bar shall be provided with a coat of Epoxy Zinc Primer such that the coated film will have a dry film thickness of 40 microns. The film shall be continuous especially in the regions where pitting, imperfections etc., are present on the surface of the bars. It is important that the rear portion of the bars should not be left without coating. A second coat if needed may be provided to

achieve a uniform and continuous film. The additional reinforcement provided and also the shear connectors shall be coated with Epoxy Zinc Primer. The weld mesh if provided shall also be coated with Epoxy Zinc Primer.

**Provision of Epoxy based bonding agent:**

The base and hardener component of epoxy resin based bonding agent must be mixed well to get a uniform grey coloured mix. Apply the material to properly cleaned and dry concrete substrate using stiff nylon brush by scrubbing it well into the substrate. The coat should be uniform and well spread on the entire surface area of the repair patch. The mixed material must be applied before the elapse of its pot

life and the new repair mortar must be applied before the elapse of overlay time. As a fully dried epoxy resin coat acts as debonding layer, the repair material should be applied whilst the bonding coat is tacky. In case the applied epoxy bond coat gets dry, an extra coat should be applied before application of repair mortar.

**g) Formwork and shuttering:**

Slurry tight and strong form work shall be provided. The shuttering for encasement shall be kept ready such that the formwork shall be placed in position and fixed such that the micro concrete can be poured into the formwork within the overlay time of the bonding agent (5 hours). Adequate supports shall be provided for the formwork. Care should be taken to ensure leak proof shuttering. Under no circumstance the slurry should flow out of the shuttering during pouring of micro concrete.

**h) Mixing of micro concrete:**

It should be mixed using the appropriate water powder ratio as mentioned in the product data sheet. The mixing shall be done mechanically and under no circumstance hand mixing shall be done. Mixing shall be carried out for 3 to 5 minutes to ensure that homogeneous mix is obtained without any bleeding or

segregation. In hot climate ice cooled water shall be used to maintain the temperature of mixed material. If the encasing thickness is more than 100 mm, add stone aggregates up to 50 % by weight

of micro concrete to the mixed micro concrete directly into the mixer hopper. The stone aggregates must be 12 mm and down and shall be clean, washed and dried. The mixing should be done for 3 minutes in mixer and then pre-weighed stone aggregates into the mixer. Mix further for 2 minutes till lump free mix is obtained

**i) Deshuttering:**

The shuttering from the sides of the R C members shall be removed after a period of 24 hours. However, the formwork of the soffit shall be retained and removed after 3 days.

**j) Pouring of micro concrete:**

The mixer should be poured into the formwork using a suitable funnel or through a hose pipe. It must be poured from one end only. A suitable hopper / funnel arrangement shall be made at site to facilitate the pouring operations. The pouring operation shall be continuous, and it shall not be stopped unless the job is completed. To achieve this sufficient mixers / drilling machines and work force shall be arranged at site.

**k) Curing:**

All the repaired and encased area shall be fully cured as per standard concrete practices. Curing compound shall be used for effective curing of sides and soffits of beams. If a curing compound is applied, care shall be taken to ensure that proper surface preparation is carried out so as to remove any traces of curing compound on the surface. If this is not done, it may lead to debonding of any protective coating applied on top.

**iv.6 PLAIN CEMENT CONCRTE**

In plain cement concrete coarse aggregate should be hard durable and free from impurities. Fine aggregate should contain sharp, angular grain.

- Cement should be fresh Portland cement.
- Mixing should be done by hand mixing or by machine mixing.
- Laying and compaction should be done before setting of concrete i.e. within 30 min.
- Curing should be done for minimum 14 days.

**DETAIL SPECIFICATION**

**MATERIALS**

**Coarse aggregate:**

Aggregates shall comply with the requirements of IS 383. It shall be crushed or broken from hard stone from the approved quarry.

- It shall be hard, strong, dense and durable, clean and free from soft friable, thin, flat, elongated or laminated, flaky pieces and shall be roughly cubical in shape.
- It shall be clean and free from dirt and any other foreign matter.
- Coarse aggregate may be graveled, may either be river bed shingle or pit graveled. It shall be sound, hard, clean suitably graded in size.
- This shall be free from flat particles of shale, powdered clay, slate, loam and other impurities.

- Gravel shall have to be washed if it contains soil materials adhering to it.
- Unless specially mentioned the size of the coarse aggregate shall be 20 mm graded down and shall be retained in 5mm square mesh so that the voids do not exceed 42%.

#### **Fine aggregate:**

- Aggregate most of which passes 4.75mm IS sieve is known as fine aggregate. Sand as fine aggregate shall be coarse, consisting of sharp, angular grains and be of standard specification.
- Crushed dust stone may also be used as fine aggregate.

#### **Cement:**

- Cements shall be phrased as Portland cement and confirmed to the ISI specification.
- It should have required compressive and tensile strength and fineness.

#### **Water:**

- Water used shall be clean and reasonably free from injurious quantities of deleterious materials such as oils, acids, alkalis, salts and vegetable growth.
- Generally potable water shall be used.
- The pH value of the water should not be less than 6.
- The maximum permissible limits for solids shall be as per IS 456:2000 Clause 5.4,

### **PROPORTION**

- Proportioning of cement, sand and coarse aggregate shall be 1:2:4 or as specified.
- Coarse aggregate and sand shall be measured by measuring box of 30cmx30cmx38cm of suitable size equivalent to one bag cement of 1/30 mor 0.035 m<sup>3</sup>.
- Cement shall be measured by bag weighing 50kg.
- Sand shall be measured on the basis of its dry volume.
- While measuring the aggregate sacking, ramming or hammering shall not be done.
- If damp sand is used compensation shall be made by adding additional sand to the extent required for the bulking of damp sand.

### **MIXING**

#### **Hand mixing:**

- Hand mixing by batches shall be permitted on small works.
- The mixing shall be done on a clean water tight masonry or concrete slab or steel plate platform.
- Measured quantity of sand shall be sprayed evenly. The cement shall be dumped on the sand and distributed evenly. The sand and cement shall be mixed thoroughly with spade turning the mixture over and over again until its even colour throughout and free from streaks. The measured quantity of coarse aggregate shall be sprayed out and the sand cement mixture shall be sprayed on its top.
- This shall be mixed at least three times by shoveling and turning over by twist from centre to side then back to the centre and again to the sides.
- A hollow shall be made in the middle of the mixed pile.
- Three quarters of the total quantity of water required shall be added while the material is turned in toward the centre with spades.

- The remaining water shall be added by water can fitted with rose head slowly turning the whole mixtures over and over until a uniform colour and consistency is obtained throughout the pile.

### **Machine Mixing:**

- Measured quantity of dry coarse aggregate, fine aggregate and cement shall be placed in the hopper respectively.
- The dry materials shall be mixed in the mixing drum for at least four turns of the drum after which correct quantity of water shall be added gradually while the drum is in motion.
- The total quantity of water for the mixing shall be introduced before 25% of the mixing time has elapsed and shall be regulated to achieve the specific water cement ratio.
- The mixing shall be thorough to have a plastic mix of uniform colour.

### **MIXING TIME:**

- The materials shall be mixed in a drum for a period of not less than 2 min and until a uniform colour and consistency obtained.
- The time shall be counted from the moment all the materials have been put into the drum.

### **CONSISTENCY**

- The quantity of water to be used for each mix of 50kg cement to give the required consistency shall be as follows
  - Not more than 34 lit — 1:3:6 mix
  - Not more than 30lit — 1:2:4 mix
  - Not more than 27lit — 1:1 :3 mix
  - Not more than 25lit — 1:1:2 mix
- The quantity of water shall be regulated by carrying out regular slump test.

### **LAYING**

- The entire concrete used in the work shall be laid gently in layers not exceeding 15cm and shall be thoroughly vibrated by means of mechanical vibrators till a dense concrete is obtained.
- Hand compaction shall be done with the help of punning rods and tamping rods and tamping with the wooden tampers so that concrete is thoroughly compacted and completely walked into the corners of the form work.
- The layers of concrete shall be so placed that the bottom layer does not finally sit before the top layer is placed.
- Compaction shall be completed before the initial setting starts that is within thirty minutes of addition of water to the dry mixture.

### **PROTECTION AND CURING**

Freshly laid concrete shall be protected from rain by suitable covering After the concrete as begun to harden, that is about one to two hours after its laying it shall be protected with moist gunny bags, sand or any other materials against quick drying.

After 24hrs of lying of concrete the surface shall be cured by flooding with water of about 25mm depth or by covering with weight absorbent materials .Curing shall be done for a minimum period of 14 days.

## **FORMWORK**

If centering and shuttering are required to be done for this work. This shall be done in accordance with the specifications for form work under R.C.C

## **IV.7 VACCUUM DEWATERED CONCRETING / TREMIX FLOORING**

The surface to receive flooring shall be clean, free from dirt and free from foreign material. Any undulations or mortar remaining on the floor shall be trimmed. The base shall be ceaned and watered before laying the floor. Base course shall be trimmed. The finished surface shall be kept wet for a maximum period of one week. Concreting shall have a concrete base of M20 of specified thickness. Floor hardener (Optional) - @3kG/Sqm or as per the Manufacturers' recommendations. Execution Mix cement, sand and aggregates as per grade M25 thoroughly with water to get an appropriate consistency in a mechanical concrete mixer. Prepared concrete shall be laid immediately after mixing. The base shall be free from water and other foreign materials, dust and dirt. A coat of cement slurry of the consistency of thick cream shall be brushed on the surface of the base course. The concrete shall then be spread over this base evenly and leveled carefully. Low areas shall be filled with concrete and humps removed. Devacuumization shall be done for removing the voids. The whole concrete surface shall be leveled, compacted by ramming and trowelling. Prepared surface shall be allowed to set. Hardner screed Hard top to be prepared as per the specifications with Nito hardner and one part of dry cement.

The hard top shall be provided over concrete base immediately after it is set, compacted and leveled with a steel trowel. The surface shall be trowelled to bring the hardener coat to a leveled surface. Excessive troweling shall be avoided. After the initial set, further compaction shall be done by steel troweling. Final brushing shall be made before the floor top becomes too hard.

## **IV.6 WATER TANK (UNDER - GROUND & OVER HEAD) INSIDE WATERPROOFING:**

- a) Breaking and removing existing treatment layer up to RCC pardi original concrete surface. The breaking shall be carried out by electric hammer drill to prevent the chisel entering the slab and to ensure less vibration within the body of RCC works.
- b) Stacking the debris in any corner of the premises and carting away the debris from the Compound and disposal of the same as per Govt Guidelines.
- c) Making the grooves at the corner junctions, observe the internal Pardi surface, Any damage to the tank slab or side pardis shall be, made good by rich concrete after treating the exposed steel. Sealing all the corner junction grooves with rich cement mortar and metal no 2. Embedded in it.

- d) Providing and grouting injection nipples by cement grout with waterproofing chemical added to it in all four corners to seal the honeycomb and voids routes to make the concrete impervious.
- e) Providing and applying waterproof cement mortar plaster 15 to 20 mm thick in proportion 1:3 mixed with waterproofing compound @ 2% by weight of the cement. to the side walls.
- f) The bottom slab of the tank shall be treated with brickbat coba or IPS on the same day.
- g) The ceiling of the tank shall be plastered prior to the activity of plastering of pardis and bottom slab.
- h) Curing for 10 hours and then filling the tank to its fullest capacity by water.

Notes:

1. The existing inlet, outlet, overflow and washout pipes shall be checked and replaced with new C class G.I pipes before carrying out actual Waterproofing work. The holes made in RCC walls to replace the pipes shall be closed by rich concrete and grouted by injection grouting to remove all possibilities of leak through their joints.
2. Separate arrangement for supply of water shall have to be made by loop lines with other tank to have supply of water in the flats.

**IV.7 Terrace Water Proofing with Brick Bat Coba Treatment:**

- a. The slopes of the existing treatment should be studied before commencing treatment. The contractor should prepare and submit to the consultant a sketch/drawing of the terrace slab showing the proposed waterproofing and the slopes of the proposed treatment with arrows and the positions of the rain water pipe outlets.
- b. Breaking and removing the existing treatment up to RCC slab level and stacking the debris and carting away the same.
- c. Removing the plaster from the parapet walls including the round wattas up to the roof slab top level.
- d. Making grooves at junctions of walls and roof slab in the form of 'V' shape. Fixing pieces of brickbats and 20mm stone metal in cement mortar (1:3) in the V groove at the junction of the parapet wall and roof slab to form the watta.
- e. Hacking the slab surface to be treated with tancha to remove loose mortar scaling. This surface shall be brushed with wire brushes to remove all loose particles and dust. The surface shall then be thoroughly broom washed with plenty of water and left to dry.
- f. Examining the area carefully for any loose patches in base concrete, honeycombs or hairline cracks. These defects shall then be first repaired by suitable treatments. The cracks should be located, widened, made free from loose particles and then filled with polymer mortar prepared by mixing MASTER EMACO-SBR-2( or with approved chemicals), fresh cement and quartz sand in proportion of 1:5:15 by weight without adding water. The honeycombed areas shall be cement grouted.

- g. The prepared surface shall then be watered again and washed thoroughly. Cement slurry prepared by mixing one bag of cement in hundred liters of water and water proofing compound and stirred well to honey consistency shall be spread over the surface uniformly and allow it to penetrate uniformly over this cleaned surface.
- h. The brickbats of required size and shape are then laid to proper levels and slope not flatter than 1 in 100 over cement mortar bedding minimum 25 mm thick in cement mortar 1:4 mixed with water proofing compound laid to the required slope in the specified manner. The brickbats shall be so planted on the cement mortar layer as to partly embed in the mortar and partly project above the mortar bedding and firmly secured. 15mm gap should be maintained between the brickbats while planting.
- i. The brickbats so laid should be allowed to set for at least one week and kept under water. Any seepage or leakage, if noticed, underside the ceiling shall be treated again.
- j. The finishing layer shall be of cement mortar 1:3 mixed with integral water proofing compound not less than 1% of weight of cement, 20 mm thick including leveling the surface by wooden float. The layer so laid shall be joint less, well compacted and troweled vigorously till it becomes hard with IPS finish making marks of false squares 300mm x 300 mm to give the appearance of tiles or broom finished suitable for receiving china mosaic finish..
- k. After the waterproofing work is completed the terrace shall be cured by flooding with 3" water on the terrace for a minimum period of 15 days and tested for water tightness. Providing & laying the flooring of broken china-mosaic (broken pieces of china glazed tiles) of approved colour set in 25mm, average bed of cement mortar 1:3 mixed with approved chemical waterproofing compound to correct level and slope not less than (1:100), well compacted and finished; such that minimum coverage of china mosaic chips is about 90% of the total area of slab. the above treatment shall continue along the inner side of parapet or the adjoining wall up to 30cm. high including providing round vata in cement mortar 1:3 mixed with approved chemical waterproofing compound in round shape with necessary groove and drip mould or kani etc and also finished as per the above specifications, etc complete. The whole terrace so finished shall be flooded with 3" deep water & stored for a minimum period of one week for curing and for final test.

**NOTE:**

- a) The above treatment shall be continued along with the inner sides of adjoining parapet walls up to a height of 300 mm in the shape of parabolic watta.
- b) The construction joints shall be taken at ridges and should be made properly watertight and monolithic.
- c) The total thickness of the treatment shall be average 115mm with at least 50mm at drain points.
- d) If it is desired to cover the treatment with decorative china chips, the surface will be finished rough to receive the same.



- e) The rain water pipe outlets should be provided with suitable C.I. Gratings with frames and the area surrounding the outlets should be made waterproof. The work should be done as per BOQ item specifications for the above items.

#### **IV. 8. Removing the existing IPS, repairing Brickbat Coba in patches & redoing IPS.**

- a) The work involves removing the existing top IPS layer without disturbing the B.B.Coba. below and this will be paid separately in relevant item.
- b) This involves repairing the existing loose B.B. coba in patches.
- c) This involves providing and laying new IPS LAYER to proper slope towards the rain water pipes after ensuring the patch repair of B.B.coba.

#### **IV.9 Terrace Water Proofing with APP Modified Bituminous Membrane (without breaking the existing treatment) (Asian Paints' SMARTCARE, Dr. FIXIT Torch Shield, STP, etc.**

- a) The terrace surface should be inspected carefully and if any pot holes, cracks found they should filled up with polymer modified mortar/crack filler. Hollow portions should be removed till hard portions and filled with polymer modified mortar. Clean the surface with brush or broom so that it is free from dust & loose particles.
- b) Cement mortar triangular watta should be provided at the junctions of parapet & slab.
- c) Apply one coat of bitumen based primer as per recommended coverage by the Manufacturers and allow it to dry for 6-8 hours.
- d) Unroll the membrane and align with proper markings and reroll the membrane to original form so that the alignment is not disturbed.
- e) Point the torch towards the primed surface and then to the underside of the membrane roll. Torch till the compound reaches its softening point. Roll the membrane forward while firmly pressing it to the substrate so that it bonds.
- f) Keep overlap margin for minimum 100 mm between two adjoining membranes for end laps and minimum 50mm for side laps.
- g) Finally application of 1 coat of U.V. Reflective Silver coating in Non trafficable area. And for foot trafficable area concrete or mortar screed shall be laid which shall be paid separately.
- h) Ensure that membrane is applied at least 6" inside the rain water pipe outlets.

#### **Iv. 10 Terrace waterproofing system with Elastomeric coating. (without breaking the existing treatment) NEW COAT OF Dr FIXIT,**

- a) The terrace surface should be inspected carefully and if any pot holes, cracks found they should filled up with polymer modified mortar/crack filler. Hollow portions should be removed till hard portions and filled with polymer modified mortar. Clean the surface with brush or broom so that it is free from dust & loose particles.
- b) Cement mortar triangular watta should be provided at the junctions of parapet & slab.
- c) Ensure that roof slope is a minimum of 1:100 to enable proper flow of rain water towards Rain water outlets.
- d) Apply one primer coat and the elastomeric product as per the specifications of the Manufacturers.

**The work should be done as per BOQ item specifications.**

#### **IV. 11 SCAFFOLDING:**

Only strong and good quality bamboos about 3” dia shall be used. The old, broken and deteriorated bamboos should not be used but should be removed from the site.

- 1) Independent or double or double pole Bamboo scaffolding shall be erected with two sets of vertical bamboos 2°6” x 3’0” centre to centre, the inner bamboo being 3” to 6” away from wall surface.
- 2) No holes shall be made in the walls or slab to support the scaffolding.
- 3) Every scaffold shall be braced by means of longitudinal and transverse bracing system so as to form a rigid a stable structure. So also every scaffold shall be effectively tied to the windows or box grills to prevent movements of scaffold either away or towards the building.
- 4) Where heavy wind or gale force is expected, it would be necessary to take special precautions and install additional ties to the scaffold to prevent overturning & collapse.
- 5) Guide rails and toe boards shall be provided for all working platforms to ensure safety of workmen.
- 6) Workmen shall not be allowed to work on scaffolds during storms or high winds.
- 7) During dismantling of scaffolds necessary precautions shall be taken to prevent injury to persons due to fall of loose materials. The bracings and other members of the scaffold shall not be removed prematurely, while dismantling the entire scaffold, so as to avoid danger of collapse.
- 8) When scaffolds are to be used for a long period, the scaffolding shall be inspected from time to time to ensure its stability and rigidity.
- 9) The ropes and pulleys used in hoisting or lowering materials or any means of suspensions shall be of durable quality, adequate strength and free from defects.

**TS: 43: -**

#### **IV.12 RISING DAMPNES IN GROUND WALLS ABOVE SKIRTING:**

- a. Drilling holes at 30-degree inclination towards the bottom of wall and depth should be about 75% of the wall width. These holes should be drilled at lowest possible level and preferably in two layers.
- b. The spacing of holes will depend upon the porosity of the super structure but approximately 30 cm horizontally and 15 cm vertically.
- c. After cleaning the holes i.e. free of dust SAMAFIT VK 1 —a chemical damp proof solution should be poured in these pre-made holes and after some time when SAMAFIT VK1 is totally absorbed the hole should be filled with SAMAFIT VK2. The chemical reaction of silification converts the water absorbing capillaries to water repelling and dampness is thereby depressed. The approximate consumption of SAMAFIT should be 4-5 times the volume of the hole.

**NOTE:**

1. SAMAFIT =VK liquid is damp proofing chemical for rising dampness. It depresses the dampness and protects the masonry walls.
2. The consumption of SAMAFIT —VK depends upon the absorption of the areas under treatment.

#### **IV.13 PAINTING:**

Single or double scaffolding or ladder shall be used without damaging or scratching the surface to be painted. No bamboos or planks shall rest on or touch the surface, which is being painted. Where ladders are to be used, pieces of old gunny bags shall be tied on their tops to avoid damage or scratches to walls.

##### **Material:**

- a) Type & Quality of paint: Paint to be used shall be of approved make and colour. The contractor shall bring Approved paints, oils or varnishes in their original containers in the sealed condition to the site of work. It is imperative that the contractor should obtain Technical committee's permission in regard to make & colour of paint to use for the various items of work. The painting work shall be carried out as directed by the consultant/ Technical committee, keeping in view the recommendations of the manufacturers before commencement of the work, during & after completion of the work, who shall certify the suitability of the surface to receive painting & the paint before use etc.
- b) Engineering practices: In any event the following engineering practices shall always be followed.
  - 1) No exterior or exposed painting shall be carried out under adverse weather conditions such as rain, extreme humidity, dust storms etc.
  - 2) The work shall be preferably be carried out in shade to avoid blistering or wrinkling due to direct sunlight.
  - 3) All surfaces to be painted shall be free of loose matter, efflorescence dust etc. before application of each coat.
  - 4) No paint shall be applied to works, which are internally or superficially damp.
  - 5) Warranty for External Painting- shall be minimum 7 years.

#### **SURFACE PREPARATION:**

##### **General:**

- I. All the exterior surface shall be thoroughly cleaned by wire brushing to remove dust, greasy and any loose material taking care to see that sand face texture is not disturbed. Surface shall be thoroughly washed with running water to remove all dirt, dust, previous growth of fungus & algae loosely adhering particles and also lower down the content of soluble salts at surface level. Surface shall be moistened immediately before applying paint.  
Oil grease film shall be washed off with an acid that is non injurious to the surface or shop primers and rinsed off completely with chalking. This treatment shall be done with greater care on the top of the awnings, sunshades, parapets & other horizontal surfaces where water is likely to accumulate during monsoon. Previously painted surfaces with oil paint shall be sanded thoroughly to remove loose particles & made dull & matt for better adhesion. The exterior surface shall not be affected by any water seepage or by constant dampness. In case of painting during the rains allow for 2-3 days of total sunshine for the surface to dry out completely before commencing painting.

- II. Before starting the work, contractor shall obtain the approval of the engineer regarding the soundness and readiness of the surface to be painted on.
- III. The plastered surfaces shall be carefully rubbed smooth and thoroughly cleaned with fresh water.

### **METAL:**

- 1) All metal surfaces shall be absolutely clean, dry and free from wax, grease or dried soap films. Grease shall be removed by proprietary brands of approved solvent cleaner or other solutions or detergents. All steel and iron surfaces shall in addition be freed from dust, rust and scales. This shall be done by wire brushing and scraping, sand papering. Ensure that the surface IS free from moisture, loose particles of old paint. Surface shall then be coated with approved quality primer compatible for the material of surface to be painted.

### **Paint Application:**

The contractor will make suitable samples at the site for owner [consultants approval before taking up the work in hand & they will proceed with the works, only after getting owner /consultants approval for the same.

The contractor has to purchase the paint only from authorized dealers of approved paint. The application of paint shall be as per specification derived from approved paint Companies. Contractor has to maintain daily receipt and consumption record of paint and submit detailed reconciliation statement with each running bills and overall reconciliation statement at the time of final bill. After award of work contractor has to submit min 3 options of color schemes in the form of elevation by taking actual photo at site

#### **a) Brush Quality:**

The brushes shall be best quality, made of hog bristles or nylon bristles.

#### **b) Use and maintenance of brushes:**

New brush shall be washed with soap water & broken shall be removed. Brush shall be dipped in the paint and shall be rubbed against the side s of the kettle after completion of painting. The brush shall be scrapped clean with blunt putty, knife, rubbed on a suitable surface, then rinsed out in thinner and spun. Dry. Brush should be thoroughly washed in soap water and dried.

#### **c) Brush Technique:**

- 1) Painted surface shall be free from brush marks.
- 2) The pressure of brush must be equal for all strokes.

c.1) Number of coats: All coats shall be thoroughly dry before being papered or before the succeeding coat is applied. Coats of painting as specified are intended to cover surfaces perfectly. In case the surface is not covered properly by applying the specified number of coats, further coats shall be applied by contractor when so directed by the consultant free of cost.

c.2) Paint Test Panel: - In case of selection of special shades and colour (not available in standard shades) the contractor shall mix different shades and prepare test panels of minimum size of 1 meter square as per instructions of the Engineers and obtain approval prior to the application of finishing coat.

ϕ.3) Any damage caused during painting work to be the existing works [surfaces shall be made good by the contractor at no extra cost.

## **OIL EMULSION (OIL BOUND) WASHABLE DISTEMPERING**

1. Materials Oil emulsion (Oil Bound) washable distemper (IS : 428) of approved brand and manufacture shall be used. The primer where used as on new work shall be cement primer or distemper primer as described in the item. These shall be of the same manufacture as distemper. The distemper shall be diluted with water or any other prescribed thinner in a manner recommended by the manufacturer. Only sufficient quantity of distemper required for day's work shall be prepared. The distemper and primer shall be brought by the contractor in sealed tins in sufficient quantities at a time to suffice for a fortnight's work, and the same shall be kept in the joint custody of the contractor and the Engineer-in-Charge. The empty tins shall not be removed from the site of work, till this item of work has been completed and passed by the Engineer in-Charge.

### **2. Preparation of the Surface**

For new work the surface shall be thoroughly cleaned of dust, old white or colour wash by washing and scrubbing. The surface shall then be allowed to dry for at least 48 hours. It shall then be sand papered to give a smooth and even surface. Any unevenness shall be made good by applying putty, made of plaster of paris mixed with water on the entire surface including filling up the undulations and then sand papering the same after it is dry. In the case of old work, all loose pieces and scales shall be removed by sand papering. The surface shall be cleaned of all grease, dirt etc. Pitting in plaster shall be made good with plaster of paris mixed with the colour to be used. The surface shall then be rubbed down again with a fine grade sand paper and made smooth. A coat of the distemper shall be applied over the patches. The patched surface shall be allowed to dry thoroughly before the regular coat of distemper is applied.

### **3. Application**

**Priming Coat :** The priming coat shall be with distemper primer or cement primer, as required in the description of the item. The application of the distemper primer shall be as described earlier.

Note : If the wall surface plaster has not dried completely, cement primer shall be applied before distempering the walls. But if distempering is done after the wall surface is dried completely, distemper primer shall be applied.

Oil bound distemper is not recommended to be applied, within six months of the completion of wall plaster. However, newly plastered surfaces if required to be distempered before a period of six months shall be given a coat of alkali resistant priming paint conforming to IS 109 and allowed to dry for at least 48 hours before distempering is commenced.

For old work no primer coat is necessary

Distemper Coat : For new work, after the primer coat has dried for at least 48 hours, the surface shall be lightly sand papered to make it smooth for receiving the distemper, taking **care not to rub out the priming coat. All loose particles shall be dusted off after rubbing.** One coat of distemper properly diluted with thinner (water or other liquid as stipulated by the manufacturer) shall be applied with brushes in horizontal strokes followed immediately by vertical ones which together constitute one coat.

The subsequent coats shall be applied in the same way. Two or more coats of distemper as are found necessary shall be applied over the primer coat to obtain an even shade.

A time interval of at least 24 hours shall be allowed between successive coats to permit proper drying of the preceding coat.

For old work the distemper shall be applied over the prepared surface in the same manner as in new work. One or more coats of distemper as are found necessary shall be applied to obtain an even and uniform shade.

15 cm double bristled distemper brushes shall be used. After each days work, brushes shall be thoroughly washed in hot water with soap solution and hung down to dry. Old brushes which are dirty and caked with distemper shall not be used on the work.

## **WALL PAINTING WITH PLASTIC EMULSION PAINT**

The plastic emulsion paint is not suitable for application on external, wood and iron surface and surfaces which are liable to heavy condensation. These paints are to be used on internal surfaces except wooden and steel.

Plastic emulsion paint as per IS 5411 of approved brand and manufacture and of the required shade shall be used.

### **Painting on New Surface**

#### **Surface Preparation**

The surface shall be thoroughly cleaned and dusted off. All rust, dirt, scales, smoke splashes, mortar droppings and grease shall be thoroughly removed before painting is started. The prepared surface shall have received the approval of the Engineer-in-Charge after inspection, before painting is commenced.

#### **Application :**

The number of coats shall be as stipulated in the item. The paint will be applied in the usual manner with brush, spray or roller. The paint dries by evaporation of the water content and as soon as the water has evaporated the film gets hard and the next coat can be applied. The time of drying varies from one hour on absorbent surfaces to 2 to 3 hours on nonabsorbent surfaces.

The thinning of emulsion is to be done with water and not with turpentine. Thinning with water will be particularly required for the under coat which is applied on the absorbent surface. The quantity of water to be added shall be as per manufacturer's instructions. The surface on finishing shall present a flat velvety smooth finish. If necessary more coats will be applied till the surface presents a uniform appearance.

### **Precautions**

- a) Old brushes if they are to be used with emulsion paints, should be completely dried of turpentine or oil paints by washing in warm soap water. Brushes should be quickly washed in water immediately after use and kept immersed in water during break periods to prevent the paint from hardening on the brush.
- b) In the preparation of wall for plastic emulsion painting, no oil base putties shall be used in filling cracks, holes etc.
- c) Splashes on floors etc. shall be cleaned out without delay as they will be difficult to remove after hardening.
- d) Washing of surfaces treated with emulsion paints shall not be done within 3 to 4 weeks of application.

### **Painting on Old Surface**

#### **Preparation of Surface :**

This shall be done, generally as specified in 13.31.3.1 except that the surface before application of paint shall be flattened well to get the proper flat velvety finish after painting.

#### **Cement based paint:**

The surface shall be thoroughly wetted with clean water before waterproof cement container and two volumes of cement paint is applied. Unless otherwise specified by their manufacturers, one volume of water in a clean container and two volumes of cement paint should be added and stirred to a thick paste. This paste should be diluted to a suitable paste consistency by adding, while stirring a further % to one volume of water. Under no circumstances should additional water be added. The colour shade of paint will be as approved by the consultants'. The water proof cement paint shall be mixed in such

quantities as can be used within an hour of its mixing as otherwise the mixture will be and thicken, affecting flow and finish. The solution shall be stirred at the period of application.

#### **White /Colour wash.**

The surface to be white /colour washed shall be scraped thoroughly of all the old material. All loose dust, dirt, mortar droppings shall then be removed. All undulations shall be made up with putty made out of plaster of Paris .A coat of white wash shall be applied over the patches and repairs.

Surface shall then be applied with 3 coats of white wash. The white wash shall be prepared from fresh white lime stone .The lime shall be allowed to stand for a period of 24 hours and then shall be screened through a clean coarse cloth. Pidilite DDL shall be added to the mix as per manufacturer's instructions. Water shall be added at the rate of 5 liters per kg of limestone of a milky solution. Indigo (Neel) up to 3 gm per KG of limestone shall be added to the mix and well stirred. This solution shall then be applied by brush to the surface in 3 coats to obtain a uniform surface. Each coat shall be applied after previous coat has dried up. Each coat shall be inspected & approved by the consultants before subsequent coat is applied. No portion of the surface shall be left out initially to be patched up later on.

### **EXTERIOR PAINTS**

A coat of paint not only creates an attractive appearance for years to come, it also protects exterior surfaces from moisture, fading and temperature changes, A high-quality paint will provide better protection, complete coverage, easier application and longer-lasting results.

#### **Quality:**

This paint is especially important for exterior projects, which are subjected to harsh weather conditions day in day out. Take some time to consider long-term benefits of better paints in addition to their initial cost. A good paint will require fewer coats & last longer.

**Water based:** - Consist of a pigment & resin in a solvent thinner. When thinners evaporate, the resins form a hard coating, leaving behind the pigment (which provides the color)

**Oil Based:** - Consist of a pigment & binder with water used as carrier.

#### **Filling Cracks in External walls/Elevations:**

Identifying the cracks, grooving in V — Shape with minimum depth of 10 to 25 mm as per requirement cleaning with Jet wash and treating with approved Stucco of Ultra tech crack sealant compound/ or equivalent as per sealant manufacturer's specifications and Technical specifications

### **100% ACRYLIC PAINT**

- A.** Suitable levels & types of pigment are used without high levels of “ex-tender” pigments. This provides a high degree of hiding power, while not compromising durability & resistance to cracking & flaking. Quality products are not made with high proportions of porous extenders that foster chalking or will cause the paint to absorb stains.
- B.** A high solids content helps provide a thick dry film which in turn is important for key properties including hiding, resistance to cracking & mildew, and general durability.
- C.** Generous portions of ingredients that enhance particular properties, such as mildewcides that control mildew growth in exterior applications, and titanium dioxide that maximizes hiding and whiteness.

### **Painting MS Railing with enamel paint :**

#### **(a) Hand wire brushing**



Rust, mill, old coatings and other foreign matter, shall be removed by hammering, scrapping tools, emery paper cleaning, wire brushing or combination of the above methods. On completion of cleaning, loose material shall be removed from the surface by clean rags and the surface shall be brushed, swept, dusted and blow off with compressed air/steam to remove all loose matter. Finally the surface may be washed with water and dried for effective cleaning.

### **(b) Coating Procedure and Application**

Surface shall not be coated in rain, wind or in environment where injurious airborne elements exist. Each coat shall be in proper state of cure or dryness before the application of succeeding coat. Material shall be considered dry for recoating when an additional coat can be applied without the development of any detrimental film irregularities, such as lifting or loss of adhesion of the under coat. Manufacturer instruction shall be followed for inter coat interval. Brush application of paint shall be in accordance with the following:

- a. Brushes shall be of a style and quality that will enable proper application of paint.
- b. Round or oval brushes are most suitable for rivets, bolts, irregular surface, and rough or pitted steel. Wide flat brushes are suitable for large flat areas, but they shall not have width over five inches.
- c. Paint shall be applied into all corners.
- d. Any runs or sags shall be brushed out.
- e. There shall be a minimum of brush marks left in the applied paint.
- f. Surfaces not accessible to brushes shall be painted by spray, doublers, or sheepskin. Drying of coated surfaces No coat shall be applied until the preceding coat has dried. The material shall be considered dry for re-coating when another coat can be applied without the development of any film irregularities such as lifting or loss of adhesion of undercoats. Drying time of the applied coat should not exceed maximum specified for it as a first coat; if it exceeds the paint material has possibly deteriorated or maxing is faulty. No paint shall be force dried under conditions which will cause checking, wrinkling, blistering formation of pores, or detrimentally affect the conditions of the paint. No drier shall be added to a paint on the job unless specifically called for in the manufacturer's specification for the paint. Paint shall be protected from rain, condensation, contamination, snow and freezing until dry to the fullest extent practicable.

If the old paint is blistered and flaked it will be necessary to completely remove the same. Such removal shall be paid for separately and the painting shall be treated as on new surface.

**The enamel paint should consist of application of one priming coat of red oxide zinc chromate Paint followed by two coats of enamel paint.**

**V.13**

### **IV.15 Removing and replacing damaged Heavy Duty RCC jali in compound**

Providing precast cement concrete Jali 1:2:4 (1 cement: 2 coarse sand: 4 stone aggregate 6mm nominal size) reinforced with 1.6mm dia mild steel wire including centering & shuttering roughening cleaning, fixing and finishing in cement mortar 1:3 (1 cement: 3 fine sand) etc. complete excluding

plastering of the jambs, sills and soffits. The rate should be inclusive of breaking of the existing damaged RCC Jali .

The jali shall be of cement concrete 1:2:4 (1 cement 2 coarse sand:4 stone aggregate 6 mm nominal size) reinforced with 1.6 mm thick mild steel wire, unless otherwise specified.

Fixing The jali shall be set in position true to plumb and level before the joints sills and soffits of the openings are plastered. It shall then be properly grouted with cement mortar 1:3 (1 cement :3 coarse sand) and rechecked for levels. Finally the jambs, sills and soffits shall be plastered embedding the jali uniformly on all sides.

Measurements The jali shall be measured for its gross superficial area. The length and breadth shall be measured correct to a cm. The thickness shall not be less than that specified.

Rate The rate shall be inclusive of materials and labour involved in all the operations described above except plastering of jambs, sills and soffits, which will be paid for under relevant items of plastering

#### **IV.16 Expansion Joint Treatment:**

- I. Removing all dust, dirt etc. from the expansion joint and cleaning the surface thoroughly.
- II. Preparation of the surface edge by necessary rendering with Polymer Mortar, if required.
- III. Insertion of Backing material like Polystyrene Back up rod or Board / Thermocol.
- IV. Application of two coats of Sealant Primer on the concrete surface of the joint to be treated.
- V. Filling the joint by Polysulphide Sealant Hind Sealant PS (Pour grade for horizontal joint & Gun grade for vertical joint) and tooling the same

#### **LIST OF MATERIALS OF APPROVED BRAND AND THEIR MANUFACTURERS**

| SL. | Item                   | Make   |
|-----|------------------------|--|
| 1   | Cement (53 grade)      | Ultratech / Lafarge / ACC / Ambuja                                     |
| 2   | Polymer (Acrylic base) | Ready Made Polymer Bag etc. of ultratech BASF/ sunanda / fosroc/ aisam |
| 3   | Micro Concrete         | Sunanda, Fosroc., Parma, BASF, Krishna Con Chem.                       |
| 4   | Steel                  | TMT steel – Sail, Tata, JSW or equivalent.                             |
| 5   | Rust Convertor         | Krishna Con chem., Parma, BASF   |
| 6   | Ready Made Plaster     | Ready Made plaster OD BASF / Ultratech                                 |
| 7   | Waterproofing Compound | Scott No1, Sunanda, Parma, BASF  |

|    |  |                                    |
|----|--|------------------------------------|
| 8  | White cement                               | Birla or equivalent                |
| 9  | Silicon Sealent                            | GE or equivalent                   |
| 10 | C.I. Pipes fittings                        | NICCO or equivalent                |
| 11 | S.W. Pipes                                 | Orind, Burn & Co.                  |
| 12 | P.V.C Pipes (Pressure Capacity 4kg/Sq.cm.) | Prince / Astral / Supreme          |
| 13 | CPVC Pipe (SDR-11 Grade)                   | Prince / Astral / Supreme          |
| 13 | External and Internal Paint                | Asian / Berger / Nerolac / ICI     |
| 15 | G.I Pipe & Fittings ("C" class, heavy)     | Zenith / Jindal / Tata             |
| 16 | Plaster Admixture (Polymeric)              | Krishna Con chem. Parma, BASF      |
| 17 | Glazed Tiles                               | Johnson / Kajaria / Nitco / Somany |

- NB. 1) The contractor should obtain prior approval from Employer / Consultants before placing order for any specific materials. Employer may / delete any of the makes or brands out of the above list.
- 2). All materials should conform to relevant standards and codes of BIS.
- 3) Materials with I.S.I. mark shall be used duly approved by the BANK OF BARODA Engineer / Architect.

**Note: - If any material is found to be not up to the mark, the contractor will have to produce original bills/certificate from the manufacturer or his authorized Distributor for authenticity and genuineness of the material for consideration and as per make approved by the BANK OF BARODA. The same will not be considered for payment.**

