



**NIT FOR RATE CONTRACT FOR SUPPLY AND INSTALLTION OF LED LIGHT FITTINGS & FIXTURES AT BARODA SUN TOWER BUILDING.**

**Last Date & Time of submission of Bids 03.05.2017 @ 1500 hrs IST**

<b>Schedule of Tender</b>		
<b>A.1</b>	Tender No.	BOB/FM/109/1/LED/11.04.2017
<b>A.2</b>	Date of issuing Tender	11.04.2017
<b>A.3</b>	Date & Time of Pre-bid meeting	18.04.2017 & 1200 hrs IST
<b>A.4</b>	Last Date& Time of submission of Bids	03.05.2017 @ 1500 hrs IST
<b>A.5</b>	Date & time of opening of Part-I - Technical Bid	03.05.2017 @1600 hrs IST
<b>A.6</b>	Date & time of opening of Part-II - Commercial Bid	Date of opening of Part II i.e. Commercial bid shall be informed separately.
<b>A.7</b>	Earnest Money Deposit	Rs. 50,000/- (Rupees Fifty thousand Only)
<b>A.8</b>	Address for online submission of bids (technical as well as commercial bids)	Bid must be submitted online on <a href="https://eauction.auctiontiger.net/">https://eauction.auctiontiger.net/</a>
<b>A.9</b>	Address for opening of bids	<a href="https://eauction.auctiontiger.net/">https://eauction.auctiontiger.net/</a>
<b>A.10</b>	Contact Details of M/s. e-Procurement Technologies Ltd.(ETL), Ahmedabad	Ms. Puja Jain Email ID: <a href="mailto:puja.jain@auctiontiger.net">puja.jain@auctiontiger.net</a> Phone: +91 (79) 40230 803/802/808/805

e-Tendering /Online Tendering is the simulation of the manual tendering process on the internet. i.e., the eligible bidders / tenders can log on to the internet site specified using a unique user name & password and place their Technical & Commercial bids. The eligible bidders will be trained by M/s e Procurement Technologies Ltd. Personnel on the methodology of submitting the bids online using a special digital signature/electronic key / password at the date and time specified. The bids placed by the tenderers are confidential and will be opened by the authorized Bank of Baroda officials. No other person can gain access to the information regarding the bids, which is confidential in nature.

**Minimum requirement:**

1. Computer/Laptop with internet connection
2. Operating system – Windows XP Service pack -3 / VISTA/ WINDOWS 7
3. Digital certificate -Class II or III, signing + Encryption, and it should be organizational certificate.
4. Vendor registration can be done online by opening. Website: <https://eauction.auctiontiger.net/> Click on Registration link, create User Id and Password and attach your Digital certificate. For any clarification contact: 022-66985105 / 66985119

Bidders fulfilling the specified requirements may submit their Bids online latest by **03.05.2017 @ 1500 hrs IST.**

## **Pre-Bid Meeting-**

**Pre-Bid meeting** in connection with the tender will be held on **18.04.2017 & 12:00 hrs IST** at under mentioned address –

**Facilities Management Department (1<sup>st</sup> Floor)**  
**Bank of Baroda**  
**Baroda Corporate Centre**  
**C-26, G-BLOCK**  
**Bandra Kurla Complex,**  
**Bandra East, Mumbai - 400 051**

Prospective bidders are requested to submit their points for clarification during the pre-bid meeting or they may send the mail to the e- mail id (mentioned below) on or before **17.04.2017 & 15:00 hrs IST** at [em.bcc@bankofbaroda.com](mailto:em.bcc@bankofbaroda.com)

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

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

### **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 a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.*

### **Important Clarifications:**

Following terms are used in the document interchangeably to mean:

1. Bank, BOB means 'Bank of Baroda'.
2. Recipient, Respondent, Vendor, Bidder, OEM means the respondent to the Tender Document.
3. Proposal, Bid means "Response to the Tender Document".
4. NIT means Notice Inviting Tenders.
5. OEM means Original Equipment Manufacturer.
6. This is online Tendering process. No bids shall be entertained by us in any other mode.
7. Contractor means Successful bidder.
8. **BST means BARODA SUN TOWER, with address Bank of Baroda, Baroda Sun Tower, C-34, G-Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051**

## **Introduction**

**Bank of Baroda** has an extensive network of approximately **5300 branches** spanning the length and breadth of the country. We have presently 13 Zones and 74 Regional Offices in India. Detailed location and address can be accessed from our website <http://www.bankofbaroda.co.in/>

## ***Disclaimer***

This NIT document has been prepared solely for the purpose of enabling Bank of Baroda (“the Bank”) to select a vendor for Supply of LED Light Fittings & Fixtures at Baroda Sun Tower Building.

The NIT document is not recommendation, offer or invitation 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 vendor as identified by the Bank, after completion of the selection process as detailed in this document.

## ***Information Provided***

The NIT document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this NIT document. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the NIT document.

## ***For Respondent Only***

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

## ***Confidentiality***

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

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

## ***Disclaimer***

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

ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

### ***Costs Borne by Respondents***

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

### ***No Legal Relationship***

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

### ***Recipient Obligation to Inform Itself***

The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the NIT document and the meaning and impact of that information.

### ***Evaluation of Offers***

Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of vendor, not limited to those selection criteria set out in this NIT document.

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

### ***Errors and Omissions***

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this NIT document but not later than last date of receiving clarifications i.e, 02.05.2017.

### ***Standards***

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

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

## GENERAL INSTRUCTIONS TO BIDDERS

### TECHNICAL BID (PART – I)

**NAME OF WORK: - Supply and Installation of L.E.D Light Fittings & Fixtures at BST Building.**

Bank of Baroda, having its corporate office at BKC-Mumbai, with a view to reduce energy consumption and carbon footprint in the building, wishes to replace existing lighting fittings & fixtures with LED light fittings & fixtures without compromising on the lux levels at Baroda Sun Tower, BKC, Mumbai

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

Tender forms will be available on the Bank's website from **11.04.2017 to 03.05.2017**. The last date and time of submission will be **03.05.2017** up to 15.00 hrs.

### Part – I Technical Bid shall contain following documents:

1. Earnest Money Deposit (EMD) receipt online through NEFT/RTGS.  
Details are:

**Bank: BANK OF BARODA**

**Branch: Bandra East**

**IFSC: BARB0BANEAS ('0' is Zero)**

**Account Type: OD**

**Account No.: 29040400000418**

**Under no circumstances, Earnest Money Deposit will be accepted in the form of fixed deposit receipt/DD/Banker's cheque or Insurance guarantee or Cheque.**

2. Technical bid accepting all terms and conditions of the tender along with Annexure A.
3. Documents to satisfy **Prequalification Criteria.**

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

### Part – II Financial Bid

- I. **BOQ with rates without any condition. Conditional offers will be summarily rejected.**

**“TENDER FOR RATE CONTRACT FOR SUPPLY AND INSTALLATION OF L.E.D LIGHT FITTINGS & FIXTURES AT BST BUILDING”** can only be filled through <https://eauction.auctiontiger.net/>

Validity of rates shall be 1 year from the date issuance of work order.

Bank reserves the right to select/reject one or more bidders. The Bank does not bind itself to accept the lowest or any tender and reserves the right to accept or reject any or all tenders either in whole or in part, without assigning any reasons whatsoever.

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

For any further information on the tender, following offices / persons to be contacted:

<p>1. Mr A.K Shukla, Chief Manager Ph. : 022-6698 5101, Email : em.bcc@bankofbaroda.com</p> <p>2. Mr. Nishant P. Kawade, Chief Manager (Electrical) Ph: 022-66985105 Email: em.bcc@bankofbaroda.com</p>	<p>3. Mr. Abhinav Pushpam, Officer (IT) Ph. No. : 022 – 6698 5119 Email : em.bcc@bankofbaroda.com</p>
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**Date of opening of Price Bid Part –II shall be advised separately.**



## ELIGIBILITY CRITERIA

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

**All the documents uploaded should be attested by the bidder.**

### **Prequalification Criteria for Original Equipment Manufacturer (OEM)/Authorised Dealers:**

A	Prequalification Criteria for Original Equipment Manufacturer	
	Prequalification Criteria	Documents Required
1	OEM should be in core business, at least for a period of last seven years as of March 2017.	Copy of seven year's Old PO as a proof. Document should be attested by the bidder.
2	OEM should have made net profits globally during last three financial years. (2014-15, 2015-2016, 2016-2017).	Copy of the last three years audited Balance Sheet or Certificate from the chartered accountant should be submitted. All documents should be attested by the bidder.
3	OEM Average Annual turnover of the company of last three years should not be less than Rs 100 Crores.	Copy of the last three years audited financial statements
4	OEM should have its own manufacturing plant for LED fittings. LED fittings mentioned in BOQ shall be manufactured in-house.	OEM should submit its plant address with factory license.
5	OEM should have Valid ISO Certification of manufacturing unit for manufacturing of LED fittings/components	OEM should submit Valid ISO Certificate
6	OEM should have NABL Accredited test lab inside his own manufacturing plant. Test lab should have equipment Like Photo Gonio Meter, Globe Photo meter inside his own manufacturing plant. OEM should have facility to carry out type test as per IEC 60598/ IS10322 including Life Test and IP Test.	OEM should submit NABL Certificate of test lab with documentary proof.
7	OEM should have LM79 & Type Test Report for each item of BOQ from NABL Accredited Lab. LM79 & Type Test Report should not be older than 3 months from the due date of tender.	OEM should submit NABL Certificate of LAB of which Test reports are submitted.
8	OEM should have LM 80 report for LED used.	LM 80 report
9	OEM should have photo biological report of the LED used.	Photo biological report

10	OEM should be in the business of Manufacturing & Supply of LED Luminaries and Lamps at least from last 7 years.	OEM should submit documentary proof for the same.
11	OEM should have Valid BIS License for LED Lamps (as per IS 16102 Part 1) & for driver ( As per IS 15885 Part 2 / Sec 13) compulsory against CRS of BIS.	Supporting documents.
12	OEM should have done and executed at least 1 contract for supply and installation of LED fittings for PAN India for any of the Govt/ Pvt/reputed organization in last 3 years from the date 31.03.2017.	OEM should submit evidence for the same with at least 1 reference contact details form customer for verification.
13	OEM should have supplied LED fittings to any of the Pvt/ Govt reputed institution and should be working satisfactorily at least for last 5 years.	Submit performance report for the same.
14	OEM should have Warehouse in Mumbai or near to Mumbai for faster deliveries.	OEM should submit list of warehouses with contact details in Bank.
15	OEM should have dedicated after sales service team to cater to after sales service calls.	Bidder to confirm the same on its letterhead with contact details for verification.
<b>B</b>	<b>Prequalification Criteria for Principal Vendor (Bidder) who is submitting the bid.</b> OEM who qualifies all the above criteria can participate in the tender directly or indirectly through authorized Business Partner/authorized dealer who qualifies below mentioned criteria.	
	<b>Prequalification Criteria</b>	<b>Documents Required</b>
1	Bidder Average Annual turnover of the company of last three years should not be less than 15 Lacs.	Copy of the last three years audited financial statements
2	Letter from OEM regarding the unconditional acceptance of terms and conditions related to support to their products during warranty period of -5- years, if vendor fails to do so.	Unconditional acceptance letter from OEM for back to back service agreement is mandatory.
3	Bidder will be required to provide a letter of authorization letter from the proposed OEM for submitting the offer.	Authority Letter from OEM

4	Bidder should have experience in Replacement and Supply, installation of LED Light Fixtures in reputed organization (preferably Public Sector Bank and other government organization) spread across India during the last 7 years as of March 2017.	Copy of Purchase Orders/Work completion certificate.
5	Authorized dealer should provide Letter from OEM regarding the unconditional acceptance of terms and conditions related to support to their products during warranty period of -5- years, if vendor fails to do so. In case Bidder is dealer, then bidder will have to submit certificate from the Original Equipment Manufacturer proving genuineness of the product and also back to back support letter from the manufacturer to qualify for this job.	Letter from OEM.
6	<p><b>Technical Capacity</b></p> <p>The tenderer(s) in their own name should have satisfactorily executed the work of similar nature in Semi Govt. /Govt. &amp; Public / Private Sector Organizations during last seven (7) years (up to 31.03.2017)</p> <p>a) Three similar completed works each of value not less than the value equal to Rs.20 lakhs OR b) Two similar completed works each of value not less than the value equal to Rs.25 lakhs OR C)One similar completed works each of value not less than the value equal to Rs.40 lakhs</p>	
7	Since it is replacement of CFL/ Tube light fittings which contains mercury. Hence OEM/Bidder should arrange to extract mercury and disposal of the lamps. Bidder to submit confirmation on letterhead for verification.	

**Bidder should fulfill all the above mentioned criteria and submit documentary proof without which tender will be rejected.**

## **EVALUATION METHODOLOGY**

The competitive bids shall be evaluated in two stages:

Stage 1 – Eligibility cum Technical Bid

Stage 2 – Commercial Bid

**Stage 1** - The Eligibility Cum Technical Proposal will be evaluated for all the vendors who have submitted their proposal. The vendor as part of the technical evaluation should arrange a demo of their proposed products in Mumbai, at our office. The demo needs to be arranged at the cost of the vendor. Bank may verify the documents submitted. Factory visit will be done for the shortlisted bidders after verification of documents.

**Stage 2** - Commercial bids of only those vendors who have qualified after Stage 1 of Eligibility & Technical evaluation will be opened. The least cost vendor shall qualify as the L1 vendor. The vendor is expected not to add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.

## BIDDER'S PROFILE

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

Sr .	Description	Remarks field
1	Name of the Bidder/Firm	
2	Whether OEM or Authorized Dealers	
3	Name of the OEM	
4	Address of the OEM	
5	Permanent Account Number	
6	Excise No.	
7	Service Tax Registration No.	
8	Registered Office address	
9	Office address at India	
10	Email id	
11	Phone/Mobile nos.	
12	Year of Establishment	
13	Status of the firm (Sole Proprietorship/ Partnership/ Ltd. Co./ Others)	
14	Whether registered for Sales Tax purpose. If so, mention number and date	
15	Name of Director/Partner/Proprietor	
16	Name of the person who have power of attorney or Authorized Signatory	
17	Account no., Bank name, NEFT Details, Address of the Bank, Branch Name, IFSC Code and MICR code	

<b>18</b>	Net Profit/Loss Made by bidder in 2013-14	
<b>19</b>	Net Profit/Loss Made by bidder in 2014-15	
<b>20</b>	Net Profit/Loss Made by bidder in 2015-16	
<b>21</b>	Annual Turnover of bidder in 2013-14	
<b>22</b>	Annual Turnover of bidder in 2014-15	
<b>23</b>	Annual Turnover of bidder in 2015-16	
<b>24</b>	Net Profit/Loss Made by OEM in 2013-14	
<b>25</b>	Net Profit/Loss Made by OEM in 2014-15	
<b>26</b>	Net Profit/Loss Made by OEM in 2015-16	
<b>27</b>	Annual Turnover of OEM in 2013-14	
<b>28</b>	Annual Turnover of OEM in 2014-15	
<b>29</b>	Annual Turnover of OEM in 2015-16	
<b>30</b>	<b>EMD Details</b> UTR Number Bank Name Date Amount	

## **GENERAL TERMS AND CONDITIONS**

- 1 Tender should be addressed to The General Manager & Head (Facilities Management & COA), Bank of Baroda, Baroda Corporate Center, C-26 G-Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051.  
No tender will be entertained after the due date and time under any circumstances whatsoever.
- 2 (a) Bids will be opened online by our office through online portal.
- 2 (b) Tenders shall remain open to acceptance by the Bank for a period of six months (180 days) from the date of opening Part-II of the tender which period may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during this period.
- 3 The tenderer must use only the forms displayed on the bank's website to fill in the rates. (Any addition/ alteration in the text of the tender form made by the tenderer shall not be valid.)
- 4 (a) The tender form must be filled in English and all entries must be made by hand and written in ink. If any of the documents is missing or unsigned, the tender may be considered invalid by the Bank Representative in its discretion.
- 4 (b) Rates should be quoted both in figures and in words in columns specified. All erasures and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted and failure to comply with either of these conditions will render the tender void at the Bank's option. No advice of any change in rate or conditions after the opening of the tender will be entertained.
- 4 © Each of the Tender documents should be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General Conditions of Contract, General Specifications, Special Conditions etc., as laid down. Any tender with any of the documents not so signed may be rejected.
- 4 (d) The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected by the Bank.
5. The Bank of Baroda does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part without assigning any reasons for doing so.
6. On receipt of intimation from the employer of the acceptance of his/their tender, the successful bidder shall be bound to implement the contract agreement within SEVEN days thereof, the successful bidder shall sign the agreement in accordance with the draft agreement and the schedule of conditions but the written acceptance by the Bank of Baroda of a tender will constitute a binding contract between the Bank of Baroda and the person so tendering, whether such formal agreement is subsequently executed or not. The cost of necessary stamp paper for execution of the agreement shall be borne by successful bidder.
- 7 (a) Successful bidder shall deposit 5% of Contract Value in the bank as Performance Guarantee in the form of Demand Draft/Banker's Cheque in favour of Bank of Baroda

payable at Mumbai. Bank Guarantee (of any nationalized bank other than Bank of Baroda)/Fixed deposit in the joint name with Bank of Baroda for a period of 63 months with the benefit of Interest accrued thereon going to the contractor's account.

- 7(b) All compensation or other sums of money payable by the contractor to the Employer under the terms of this contract may be deducted from his Performance Guarantee and/or amounts payable if the amount so permits and the contractor shall, unless such deposit has become otherwise payable within ten days after such deductions make good in cash the amount so deducted.
8. The successful bidder shall not assign / sublet any portion of the contract. Bank may serve a notice in writing to the successful bidder rescinding the contract whereupon the security deposit shall stand forfeited to the employer, without prejudice to his other remedies against the contractor.
9. The contractor shall carry out all the work strictly in accordance with specifications, details and instructions of Bank's Architect/Engineer/ representatives. If in the opinion of the Bank's Representative, changes have to be made in the design and with the prior approval in writing of the Bank, they desire the contractor to carry out the same, the contractor shall carry out the same without any extra charge. In case of defect in the product replacement to be done within 4 working days.
10. The bidder must obtain for himself on his own responsibility and at his own expense all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the specifications, inspect the site of the work, acquaint himself with all local conditions, means of access of the work, nature of the work and all matters pertaining thereof.
11. The rates quoted in the tender shall include all charges for clearing of site before commencement as well as after completion. The rates quoted shall be deemed to be for the light fixtures and accessories supplied at site. The rates shall also be firm and shall not be subject to exchange variations, Labour conditions, fluctuations in railway freights or any conditions whatsoever. **Bidder must include in their rates charges for transportation, sales tax, excise duty, octroi, sales tax on VAT and any other tax and duty or other levy levied by the Central Government or any State Government or local authority, if applicable** Service tax and Octroi shall be paid extra as applicable. Any variation in service tax as per the statutory notification is either payable or recoverable, whichever the case may be.

If a new Tax or Duty or Levy is imposed under as statute or law during the currency of the contract, the same may be reimbursed by the Employer if so deemed fit on documentary evidence.

**Bidder will have to provide 5 Years unconditional warranty on all Light Fixtures including accessories.**

The rates quoted shall include cost of respective drivers, material required for installation such as chain, wires etc. (complete in all respect).

**Lowest Bidder (L-1) will be decided on the lowest total quoted rate.**

Bank of Baroda reserves the right to blacklist a bidder for a suitable period in case the



bidder fails to honor its bids as per terms and conditions of this tender.

The bidder may also note that the Bank reserves the right to deduct Sales Tax on works contract applicable and to be levied under relevant Act, from the bills and amount due to them from Bank and remit the same directly to the Government in case they are not submitting the proof / evidence of having paid the Sales Tax on work executed under this contract.

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

The contractor shall be deemed to have carefully examined the work and sited conditions including Labour, the general and special conditions, specifications, schedules and drawings and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carried out his own investigations to arrive at the rates quoted in the tender. In this regard he will be given necessary information available with the department but without any guarantee about its accuracy.

If the contractor shall have any doubt as to the meaning of any portion of the general conditions or the special conditions or the scope of the work or the specifications and drawings or any other matter concerning the contract he shall in good time, before submitting his tender, put forth the particulars thereof and submit them to the Bank, Mumbai in writing in order that such doubts may be clarified authoritatively in writing before tendering. Once a tender is submitted the matter will be decided according to tender conditions in the absence of such authentic pre-clarification.

24. Bank reserves the right for any addition/deletion/alteration of materials/specifications before/after awarding the job without any compensation.
25. You shall be abide by the Minimum Wage Act, Labour Laws/Bye-laws, Shops & Establishment Act etc. of the State Government / Statutory bodies.  
All necessary permit/license etc., if required, for the relevant work, has to be arranged by the
26. The rates contract shall be valid for a period of 1 year from the date of issuance of work order and the bidder has to provide additional quantity as and when required by the bank for other Building in Mumbai. However, the contract may be reviewed after one year.
27. If the quality of light fixtures and accessories supplied or any raw materials used therein is found to be unsatisfactory by us at any point of the contract period, Bank is entitled to terminate the contract or withdraw the work order and get the balance supply at your risk and cost by any other agency particularly in case of the following defaults from your side.
  - Delay in supply of light fixtures
  - Refusal to meet the specification and rectification of faulty material and workmanship.
28. **The order should be executed within a period of maximum one week from issuance of Purchase Order.**
29. You are advised to carry out the work without causing inconvenience to the employee of the branch/offices and occupant in the building comprising branch/office.
30. Contractor to supply & install the modular furniture at the ordered site and obtain the acknowledgement from the officer/executive for having made the supply and installed the same satisfactorily.
31. No advance will be paid by the bank.
32. On satisfactory completion of the work and after submitting bill to this office, you will be paid as per approved tender rate.
33. Bank's engineer will verify the specifications viz quality, size, brand to match with the contracted specifications.

34. On observation of deviation from the specification, bank may cancel the work order and assign the same to other contractor or deduct the amount from the bill.
35. Bank reserves the right to accept or reject any/all the offer without giving any reasons thereof.
36. Other terms and conditions as per Bank’s norms/IBA terms & conditions will be applicable.
37. Bank reserves the right to select/reject one or more Bidders. The Bank does not bind itself to accept the lowest or any tender and reserves the right to accept or reject any or all tenders either in whole or in part, without assigning any reasons whatsoever. Conditional tenders are liable to be rejected. Dispute, if any, will be subject to Mumbai jurisdiction only.
38. Offers not accompanied with Earnest Money Deposit of Rs 50,000 /- will not be opened. This amount will be forfeited if, having been selected by the Bank for the job, the bidder refuses to accept purchase order or having accepted the purchase order, fails to carry out his obligations mentioned therein.
39. The Earnest Money Deposit of unsuccessful bidders will be refunded on acceptance of the work order by the successful bidder. Earnest Money Deposit shall not carry any interest. The EMD of successful bidder will be adjusted while settling the final bill.  
**The Earnest Money Deposit will be forfeited if:**
- The bidder withdraws his tender before processing of the same.
  - The bidder withdraws his tender after processing but before acceptance of “Letter of appointment” to be issued by the Bank
  - The selected bidder withdraws his tender before furnishing Bank Guarantee/Security Deposit as required under this Tender. The bidder violates any of the provisions of the terms and conditions of this tender specification.
- Please note that firms/agencies claiming exemption from submission of EMD under any statutory authority/law (eg. NSIC etc.) shall be required to submit necessary documents viz. valid registration certificate etc. to the satisfaction of the Bank. Such firms shall ensure to upload copy of valid Registration Certificate duly signed and stamped (in lieu of the EMD).
40. Bank reserves the right to select/reject one or more contractors. The Bank does not bind itself to accept the lowest or any tender and reserves the right to accept or reject any or all tenders either in whole or in part, without assigning any reasons whatsoever.

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

**Witness Signature .....**  
**Addresses.....**  
 .....  
**Date.....**

**Contractor’s Signature.....**  
**Address.....**  
 .....  
**Date.....**

**OTHER TERMS**

Please note that any response which does not provide any / all of the information in the specified formats shall be rejected and the Bank shall not enter into any correspondence with the vendor in this regard.

The Bank reserves the right to accept or reject the tender in whole or in parts without assigning any reason thereof. The bank’s decision will be final and the bank will not entertain any correspondence in this regard. Bank will not assume any responsibility in case of delay or non-delivery of responses by post, courier, etc within the stipulated time. Mere response to the tender will not entitle nor confer any right on the vendors for supply/sale to the bank.

Those vendors who do not fulfill any one of the required specifications and not meeting other criteria will not be considered.

Materials & workmanship to confirm to description	All materials and workmanship shall so far as procurable be of the respective kinds described in the BOQ and/or specifications and in accordance with the Bank’s instructions, and the contractor shall upon the request of the Bank furnish it with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The contractor shall at his own cost arrange for and/or carry out any test of any materials which the Bank may require as per the testing schedule of tender.
Contractor’s superintendence and representative on the works.	The contractor shall give all necessary personal superintendence during the execution of the works, and as long thereafter as the Bank may consider necessary until the expiry of the “Defects Liability Period” stated in the Appendix hereto.
Dismissal of workmen.	The contractor shall on the request of the Bank immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Bank.
Access to works	The employer, their respective representatives shall at all reasonable times have free access to the work and/ or to the workshops, factories or other places where materials are lying or from which they are being obtained and the contractor shall give every facility to the employer.
Sufficiency of Schedule of quantities	The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the BOQ, and/or the Schedule of Rates and Prices which rates and prices shall cover all his obligations under the contract, and all matters and things necessary for the proper completion of the works.
Measurement of works	The Bank may from time to time intimate to the contractor and employer that he requires the works to be measured, and the contractor shall forthwith attend or send a qualified agent to assist the Bank. The contractor should not attend or neglect or omit to send such agent then the measurement taken by the Bank shall be taken to be correct measurements of the works. Such measurements shall be taken in accordance with the Mode of Measurements detailed in the specifications. The contractor or his Agency may at the time of measurement take such notes and measurements as he may require.

<p>Defects after virtual completion.</p>	<p>Any defect, shrinkage, settlement or other faults which may appear within the “Defects Liability Period” stated in the Appendix hereto or, if none stated, then within twelve months after the virtual completion of the works, arising in the opinion of the Bank from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Bank, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other persons to amend and make good such defects, shrinkage, settlement or other faults, and all damages loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer.</p>
<p>Damages to persons and property.</p>	<p>The contractor shall be responsible for all injury or damage to persons, animals or things, and for all damage to property which may arise from any factor omission on the part of the contractor or any sub-contractor or any nominated sub-contractor or any of their employees. The liability under this clause shall also cover , inter-alia any damages to structures, whether immediately adjacent to the works or otherwise; any damage to roads, streets, footpaths, bridges as well as damage caused to the building and other structures and works forming the subject matter of this contract. The contractor shall also be responsible for any damage caused to the buildings and other structures and works forming the subject, matter of this contract due to rain, wind, frost or other inclemency of weather. The contractor shall, indemnify and keep indemnified the employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claims.</p>
	<p>The contractor shall reinstate all damage of every sort mentioned in this clause so as to do delivery of the whole of the works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to property or third parties.</p>
	<p>The contractor shall also indemnify and keep indemnified the employer against all claims which may be made against the employer by any person in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense, effect and maintain until the contract period.</p> <p>The contractor shall also indemnify the employer against all claim which may be made upon the employer, whether under the Workmen’s Compensation Act or any other statute in force, during the currency of this contract or at Common Law in respect of any employee of the contractor or of sub-contractor and shall be at his own expense effect and maintain until the contract period.</p>
	<p>The contractor shall be responsible for any liability which may not be referred to above and also for all other damages to any person, animal or defective carrying out of this contract, whatever, may be the reasons due to</p>

	which the damage shall have been caused.
	The contractor shall also indemnify and keep Indemnified the employer against all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any of damage or compensation arising there from.
	Without prejudice to the other rights of the employer against contractors in respect of such default, the employer shall be entitled to deduct from any sums payable to the contractor the amount of any damages, compensation costs, charges and other expenses paid by the employer and which are payable by the contractor under this clause.
Delay and extension of time.	1 If in the opinion of the Bank the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through the contractor's own default or (d) by the works or delays of other contractors or tradesmen engaged or nominated by the employer or the Bank and not referred to in the BOQ and/or specification or (e) by reason of Bank's instructions as per Clause 2 hereof or (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequences of the contractor not having received in due time necessary instructions from the Bank for which he shall have specifically applied in writing or (h) from other causes which the Bank may certify as beyond the control of contractor or (i) in the event, the value of work exceed the value of the priced schedule of quantities owing to variations the Bank may with previous approval in writing of the employer make fair and reasonable extension of time for completion of the Contract Works. In case of such strike or lockout the contractor shall immediately give written notice thereof to the Bank but the contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of the Bank to proceed with work.
	If the contractor needs an extension of time for the completion of the work or if the completion of work gets delayed for any reason beyond due date of completion stipulated in the contract, the contractor shall apply to the employer for extension of time in writing at least 3 days before the expiry of the scheduled time and while applying for extension of time contractor shall furnish the reasons in detail and his justification, if any, for delays. Only that period of extension of time as granted by the employer (on receipt of the application from the contractor or even in absence of any such application) will qualify for exemption of imposition of liquidated damages.
	Further, the contract shall remain in force even for the period beyond the due date of completion irrespective whether the contractor has applied or not, for the grant of extension of time for completion unless the employer decides to terminate the contract. The delay for completion of work for any reason will not entail any right to the contractor to claim any revision of rates or any extra compensation for any reason.

Termination of contract by The Employer	<p>If the contractor being an individual or a firm commits any “act of insolvency”, or shall be adjudged an insolvent or being an incorporated company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee or the Liquidator of such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Bank that he is able to carry out and fulfill the contract and to give security therefore, if so required by the Bank.</p>
	Or if the contractor (when and individual, firm or incorporated Company) shall suffer execution or other process of Court attaching property to be issued against the contractor.
	Or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor.
	Or shall assign or sublet this contract without the consent in writing of the employer first had and obtained.
	Or shall charge or encumber this contract or any payments due or which may become due to the contractor hereunder.
Settlement of disputes tries arbitration.	All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or within the contract period) shall be referred to giving inter-alia full details of the matter under dispute like quantities, rates, amount claimed and the reason thereto and settled by the Bank.
	The Arbitrator shall have power to open up, review and revise any certificate, opinion, decision requisition or notice, save in regard to the excepted matters, referred to in the preceding Clause and to determine all matters in dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.
	The Arbitrator shall make his award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle, compromise or compound their dispute or difference, the reference to arbitration, the reference to arbitration and the appointment of the Arbitrator shall be deemed to have been revoked and the arbitration proceedings shall stand withdrawn or terminated, with effect from the date on which the parties file a joint memorandum of settlement thereof; with the Arbitrator or the Arbitrators as the case may be.
	The submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration Act, 1996 or any statutory modification thereof.
	It is agreed that the contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall, until the decision of the Arbitrator or Arbitrators as the case may be, is

	given.
Right of Technical Scrutiny of Final Bill.	The employer shall have a right to cause a technical examination of the works by any of the persons or organization as appointed by the employer and the final bill of the contractor including all supporting vouchers, abstracts, etc. If as a result of this examination or otherwise any sum is found to have been overpaid or over certified it shall be lawful for the employer to recover the sum from any payment due to the contractor for this works or any other works being carried out by the contractors elsewhere under the BANK OF BARODA.
Employer entitled to recover compensation paid to workmen.	If, for any reason, the employer is obliged, by virtue of the provisions of the Workmen's Compensation Act, 1923, or any statutory modification or re-enactment thereof to pay compensation to a workman employed by the contractor in execution of the works, the employer shall be entitled to recover from the contractor the amount of compensation so paid, and without prejudice to the rights of the employer under the said Act. The employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the employer to the contractor under this contract or otherwise. The employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the contractor and upon his giving to the employer full security to the satisfaction of the employer for all costs for which the employer might become liable in consequence of contesting such claim.
Right of Employer to terminate contract in the event of death of contractor if individual.	Without prejudice to any of the rights or remedies under this contract, if the contractor, being an individual, dies, the employer shall have the option of termination the contract without incurring any liability for such termination.
Guarantee	All LED lamps/equipments and its accessories shall be guaranteed for a period of 5 years from the date of taking over the installation by the client against unsatisfactory performance and/or breakdown due to defective design, workmanship of material. The equipments or components, or any part thereof, so found defective during guarantee period shall be forthwith replace free of cost, to the satisfaction of Engineer-In charge.
Performance Guarantee	<i>The firm shall bound to submit a bank guarantee for 5 % of contract value for a period of 5 years 3 months within 15 days from the issue of work order.</i>



## **PAYMENT TERMS**

The payment will be released from respective office as per the payment terms below on submission of related 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 Vendor 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. There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the vendors.

The Vendor must accept the payment terms proposed by the Bank. The commercial bid submitted by the vendors must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the vendor, in case of delays or defaults on the part of the vendor. 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 professional fees quoted by the vendor in the price bid against such activity / item.

## **SERVICES DELIVERY / AVAILABILITY TIMELINES**

Light fixtures/ services should be made available to the Bank within 1 week from the date of Bank placing the Rate Contract order with the vendor.

## **CONTRACT PERIOD**

Bank of Baroda desires to enter into a Rate Contract with the selected vendor for supply of light fixtures as per approved specifications for a period of 1 year from the date of placing of Rate Contract order by the Bank. Bank shall place purchase order with the selected vendor during this rate contract period based on the Bank's requirement.

## **TRAINING AND SUPPORT**

The vendor shall have to provide training for installation of light fixtures at Bank's location. Vendor has to provide installation manual with every light fixture. Vendor has to provide video showing steps to install light fixtures.

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

The vendor shall provide support and helpdesk services through qualified and competent support team for assisting users technical issues.

## **PERFORMANCE GUARANTEE**

The selected vendor shall provide a Performance Guarantee within 7 days from the date of placing of rate contract order by the Bank in the format to be provided with work order to the extent of 5% of Contract Value for the entire period of 63 months and such other extended period as the Bank may decide for due performance of the project obligations. The Guarantee should be denominated in the Indian Rupees only and shall be in the form of bank guarantee amounting to 5% of Contract Value issued by a Nationalized Bank located in India (other than Bank of Baroda), which is valid for the period of 63 months irrespective of any orders being placed to the vendor during the period of the contract.

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

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

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

<b>GENERAL TERMS AND CONDITIONS</b>	
<b>1</b>	<b>Adherence to Terms and Conditions</b>
	<p>The bidders who wish to submit responses to this tender should note that they should abide by all the terms and conditions contained in the tender. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process.</p> <ul style="list-style-type: none"> <li>• <b>Bidders are required to give comments/compliance against each clause and sub clause on the following technical specifications.</b> Comments should be specific and to the point. It should also give specific information, wherever, asked for. Deviations, if any, should be clearly indicated with details and proper justification to avoid back reference.</li> <li>• Unless stated otherwise, latest alterations/ revisions of specifications/ standards/ drawings shall be applicable. In respect of safety standards and environmental standards relevant to the Light fixtures, it is mandatory for the manufacturer to ensure compliance with International / National standards (IS) (wherever applicable) in their offer.</li> <li>• Bidders must offer and quote for all the items and accessories which are considered essential for Supply of the light fittings and fixtures.</li> </ul>
<b>2</b>	<b>Execution of SLA/NDA</b>
	<p>The Bidder shall execute (a) a Service Level Agreement, which would include all the services and terms and conditions of the services to be extended as detailed herein and any other conditions as may be prescribed by the Bank; and (b) Non-disclosure Agreement. The selected Bidder shall execute the SLA and NDA within 30 days from the date of acceptance of Letter of Appointment. The contract shall be executed by the authorized signatory of the selected Bidder. A power of attorney to that effect shall be submitted by the successful bidders.</p> <p>The proforma for agreement shall be provided and approved by Bank.</p>
<b>3</b>	<b>Substitutions of Project Team Members</b>
	<p>During the assignment, the substitution of key staff identified for the assignment shall not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the Bidder can do so only with the concurrence of the Bank by providing other staff of same level of qualifications and expertise. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments made by the Bank to the Bidder during the course of this assignment besides claiming an amount, equal to the contract value as liquidated damages. However, the Bank reserves the right to insist the Bidder to replace any team member with another (with the qualifications and expertise</p>

	as required by the Bank) during the course of assignment.
4	<b>Professionalism</b>
	The selected Bidder should adhere to standards prescribed by laws, issued by various regulatory, statutory and Government authorities.
5	<b>Skill Professional</b>
	The bid should contain the resource planning proposed to be deployed for the project which includes, inter-alia, the number of personnel, skill profile of each personnel, duration etc.
6	<b>Penalty/Liquidated Damages (LD)</b>
	<p>The selected Bidder shall start Designing, Supply, Installation, Testing, Commissioning and Integration of Automated Locker System within seven of the signing of the contract.</p> <p>For any delay in Designing, Supply, Installation, Testing, Commissioning and Integration of Automated Locker System beyond the completion period, the Bank reserves the right to impose LD/Penalty at the rate of 0.5 % of the cost of the Contract per week subject to a maximum of 10% of the Total Cost of the Contract price. However, if there is delay beyond the above period and/or amendments thereon, due to reasons attributable to the Bank, such period shall be exempted from computation of delay for the purpose of Penalty.</p> <p>The selected Bidder shall have to produce document showing "Reasons for delay to commence / completion of work" from the representatives of Bank of Baroda and to undertake to complete the work within agreed revised schedule. This, however, does not preclude the Bank from invoking the Performance Guarantee and cancelling the contract, if warranted, as per the terms of this RFP / agreement. If the selected Bidder fails to complete the due performance of the contract in accordance to the terms and conditions agreed during the final contract negotiation, the Bank reserves the right either to cancel the contract or to accept performance already made by the selected bidder. In case of termination of contract the Bank reserves the right to recover an amount equal to 10% of the Contract value as Liquidated Damages for non-performance.</p> <p>Penalty/LD is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the selected bidder to prove that the delay is attributable to the Bank and Force Majeure. The selected bidder shall submit the proof authenticated by the bidder and Bank's official that the delay is attributed to the Bank and Force Majeure along with the bills requesting payment.</p>
7	<b>Indemnity</b>
	<p>The successful bidder shall indemnify Bank and keep indemnified for against any loss or damage that Bank may sustain on account of breach of terms of agreement, violation of patent, trademarks, intellectual property rights, losses incurred due to malfunctioning /inferior quality of Automated Locker System, breach of confidentiality by the employees, associates or agent or consultant of the successful bidder etc. by executing an instrument to the effect on a Non-Judicial stamp paper.</p> <p>The selected Bidder shall, at its own expense, defend and indemnify the Bank against all third party claims for infringement of patent, trademark, design or copyright arising from use of products or any part thereof supplied by selected Bidder. Selected Bidder will provide infringement remedies and indemnities for third party products, on a pass through basis. The selected Bidder shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation/ damages to a third party resulting from such infringement, the selected Bidder shall be fully responsible to pay such compensation along with all costs, damages and attorney's fees and other expenses that a court may finally awards, in the event of the matter being adjudicated by a court or that be included in a selected Bidder approved settlement. The Bank will issue notice to the selected Bidder of any such claim without delay and provide reasonable</p>

	<p>assistance to the selected Bidder in disposal of such claim, and shall at no time admit to any liability for, or express any intent, to settle the claim. The selected Bidder shall also reimburse all incidental costs, which the Bank incurs in this regard.</p> <p>In the event of the selected Bidder not fulfilling its obligations under this clause within the period specified in the notice issued by the Bank, Bank has the right to recover the amounts due to it under this provision from any amount payable to the selected Bidder under this project.</p> <p>The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this RFP.</p>
8	<b>Governing Law</b>
	<p>The Bids and the subsequent contract with the selected Bidder shall be governed in accordance with the Laws of India and shall be subject to the exclusive jurisdiction of Courts in Mumbai.</p>
9	<b>Dispute Resolution</b>
	<p>The selected Bidder and bank shall endeavor their best to amicably settle all disputes arising out of or in connection with the contract in the following manner:</p> <p>A. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.</p> <p>B. The matter will be referred for negotiation between authorized representative of the bank and of the selected Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.</p> <p>C. In case any dispute between the Parties, is not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Mumbai and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.</p> <p>D. The “Arbitration Notice” should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing.</p> <p>E. The arbitrators shall hold their sittings at Mumbai. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Mumbai alone shall have the jurisdiction in respect of all matters connected with the contract.. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.</p> <p>F. The selected Bidder shall not be entitled to suspend the Services or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Services in accordance with the provisions of the contract/agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.</p>
10	<b>Force Majeure</b>
	<p>Notwithstanding the above provisions, the Successful bidder shall not be liable for penalty or termination for default if and to the extent that it’s delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For</p>

	<p>purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions and epidemics. If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.</p>
11	<p><b>Termination for Default</b></p> <p>The Bank, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, may terminate this contract in whole or in part, if the Bidder fails to perform any obligation(s) under the contract.</p> <p>In the event of the Bank terminating the contract in whole or in part, the Bank may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered, and the Bidder shall be liable to the Bank for any excess costs for such similar services.</p>
12	<p><b>Confidentiality</b></p> <p>This document contains information confidential and proprietary to the Bank. Additionally, the selected Bidder s shall be exposed by virtue of the contracted activities to the internal business information of the Bank. Disclosures of receipt of this RFP or any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the selected Bidder s, premature termination of the contract, and / or legal action against the selected Bidder s for breach of trust.</p> <p>Selected Bidder shall have to sign a legal non-disclosure agreement with the Bank before starting the project.</p> <p>The selected Bidder (and its employees) shall not, unless the Bank gives permission in writing, disclose any part or whole of this RFP document, of the proposal and/or contract, or any specification, plan, drawing, pattern, sample or information furnished by the Bank (including the users), in connection therewith to any person other than a person employed by the bidder in the performance of the proposal and/or contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. The employees or the third party engaged by the bidder shall maintain strict confidentiality.</p> <p>The selected Bidder, its employees and agents shall not, without prior written consent from the Bank, make any use of any document or information given by the Bank or its Authorized personnel, except for purposes of performing the contract awarded. In case of breach, the Bank shall take such legal action as it may be advised. The selected Bidder has to maintain confidentiality even after completion/ termination of the contract.</p>
13	<p><b>Limitation of Liability</b></p> <p>The selected Bidder's aggregate liability in connection with obligations undertaken as a part of this Project whether arising under this project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual.</p> <p>Selected Bidder's liability in case of claims against the bank resulting from Willful Misconduct or Gross Negligence of the selected Bidder, 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.</p> <p>The bank shall not be held liable for and is absolved of any responsibility or</p>

	claim/litigation arising out of the use of any third party software or modules supplied by the selected Bidder as part of this Agreement.
14	<b>Limitation on promotion</b>
	The selected Bidder shall agree to make no reference to the Bank for the procurement of products and services hereunder or the agreement in any literature, promotional material, brochures, sales presentation or the like without the express prior written consent of the Bank.
15	<b>Patents Rights</b>
	<p>The selected Bidder shall indemnify the Bank against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, or any part thereof in India.</p> <p>The selected Bidder shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Rights, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.</p> <p>The selected Bidder shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the selected Bidder shall be fully responsible for, including all expenses and court and legal fees.</p> <p>The Bank will give notice to the selected Bidder of any such claim without delay, provide reasonable assistance to the selected Bidder in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.</p>
16	<b>Authorized Signatory</b>
	<p>The selected bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract.</p> <p>The selected bidder shall submit at the time of signing the contract, a certified copy of the extract of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The bidder shall furnish proof of signature identification for above purposes as required by the Bank.</p>
17	<b>Cancellation of Contract and Compensation</b>
	<p>The Bank reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the Bank on the following circumstances:</p> <ol style="list-style-type: none"> <li>1. The bidder goes into liquidation voluntarily or otherwise.</li> <li>2. An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.</li> <li>3. If deductions on account of liquidated damages likely to exceeds more than 10% of the total contract price.</li> </ol> <p>In other cases the Bank further reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the Bank in the event any of the following defaults occur and same is not rectified by the Bidder within 30 days from the date of receipt of intimation from the Bank with respect to the occurrence of such default in case of</p> <ol style="list-style-type: none"> <li>1. The selected bidder commits a breach of any of the terms and conditions of the bid/contract.</li> <li>2. The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.</li> <li>3. Supply of sub standard material shall lead to cancellation of order. The Bank reserves its right to cancel the order in the event of delay in delivery / installation / commissioning of equipment and charge liquidated damages for the delay.</li> </ol>

	<p>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's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.</p> <p>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 Bank Guarantee, if any, under this contract or any other contract/order.</p>
18	<b>Non Payment of Professional Fees</b>
	If any of the items/activities as mentioned in the Commercial bid are not taken up by the Bank during the course of this assignment, the Bank shall not pay for the item quoted by the selected Bidder in the Commercial Bid against such activity/item.
19	<b>Assignments</b>
	Neither the contract nor any rights granted under the contract shall be sold, leased, assigned, or otherwise transferred, in whole or in part, by the selected Bidder , and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the Bank.
20	<b>Subcontracting</b>
	The selected Bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the selected Bidder under the contract without the prior written consent of the Bank.
21	<b>Set-Off</b>
	Without prejudice to other rights and remedies available to bank, bank shall be entitled to set-off or adjust any amounts due to bank from selected Bidder against payments due and payable by bank to selected Bidder for the services rendered.
22	<b>Single Point Of Contact &amp; Direct Support</b>
	The bank intends the selected Bidder shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of this project, notwithstanding the fact that the selected Bidder may appoint / procure services of third party suppliers, to perform all or part of the obligations contained under this RFP and that the bank may for convenience enter into arrangements, including tripartite agreements, with such third party if selected Bidder required.
23	<b>Information and Secrecy</b>
	The Bidder must provide a written undertaking to the bank to comply with the secrecy provision pursuant to provision of Banking Regulation Act, 1949 and other applicable laws. The Bidder will follow professional ethics and conduct in performing their duties. The Bank has right to terminate the services of the Bidder if it fails to comply with the conditions imposed. The external and internal auditors of the bank will be given right to review the books and internal controls of the Bidder related to the current project. Any material weaknesses highlighted during the audit must be promptly rectified especially where such weaknesses may affect the integrity of the internal controls of the bank
24	<b>Audit</b>
	Bank reserves the right to conduct an audit/ ongoing audit of the services provided by selected Bidder. The selected Bidder should allow the Reserve Bank of India (RBI) or persons authorized by it to access BOB documents, records or transaction or any other information given to, stored or processed by selected Bidder within a reasonable time failing which selected Bidder will be liable to pay any charges/ penalty levied by RBI.
25	<b>Penalty Metrics</b>
	The selected Bidder will deliver the products to the site specified by the bank in accordance

	<p>with the delivery dates in an order within -7- days from the date of receipt of order at desired location. In the event of failure to deliver the products within stipulated period, the Bank reserves its right to levy penalties / liquidated damages as prescribed elsewhere in the document.</p> <p><b>Penalty for non replacement of light fixtures</b></p> <p>Up to 4 days : Nil  More than 4 days up to 7 days : 5% cost of the light fixtures  More than 7 days : 10% cost of light fixture</p>
26	<p><b>Manuals and documentation</b></p> <p>The selected Bidder shall provide complete technical documentation, brochures, user manuals etc. for the machine supplied. All the manuals shall be in English and the documentations should be clearly indicative of machines supplies.</p> <p>Operation manual/all drawings should be provided in soft copy alongwith four printed sets of hard copy.</p>
27	<p><b>Repeat Order</b></p> <p>In case the Bank could complete the supply satisfactorily, the Bank would have option to place additional order upto 200% if desired by Bank on same terms and conditions within 12 months from award of this contract.</p>
28	<p><b>Right to Alter Quantities</b></p> <p>The Bank reserves the right to alter quantities and will be free to either reduce or increase the quantity up to 100% to be purchased on the same terms and conditions.</p>
29	<p><b>Availability of Product and Spares</b></p> <p>1) Spares for the product offered should be available for at least 5 years from date of installation.  2) In case the product/configuration offered is discontinued in the mean time, the selected Bidder should provide light fixture of the new model (better configuration) at the same price.</p>
30	<p><b>Other Terms and Conditions</b></p> <p>Bank of Baroda reserves the right to:</p> <ul style="list-style-type: none"> <li>• Reject any and all responses received in response to the NIT</li> <li>• Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery</li> <li>• Extend the time for submission of all proposals</li> <li>• Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality)</li> <li>• Share the information/ clarifications provided in response to NIT by any bidder, with any other bidder(s) /others, in any form.</li> <li>• Cancel the Tender at any stage, without assigning any reason whatsoever.</li> <li>• Change the time schedule of the RFP for inviting the bids or evaluation thereof.</li> <li>• Modify the quantity or any specifications related to eligibility or technicalities.</li> </ul>
31	<p><b>Bid Rejection Criteria</b></p> <p>In the following circumstances bank will have discretion to reject the entire bid or accept the bid with some conditions stipulated by bank.</p> <ul style="list-style-type: none"> <li>• Bid submitted by holding company and its subsidiary</li> <li>• Bids submitted by one or more companies having common director/s</li> </ul>



	<ul style="list-style-type: none"> <li>• Bids submitted by one or more partnership firms / LLPs having common partners</li> <li>• Bids submitted by one or more companies in the same group of promoters / management</li> <li>• Any other bid in the sole discretion of the bank is in the nature of multiple bids.</li> <li>• Related parties cannot submit bids. In case they do so both/all bids submitted by related parties are liable to be rejected at any stage.</li> <li>• Bid submitted not as per terms and conditions</li> </ul>
32	All compensation or other sums of money payable by the successful bidder to the Bank under the terms of this contract may be deducted from his Security Deposit and performance guarantee if the amount so permits and the successful bidder shall, unless such deposit has become otherwise payable within ten days after such deductions make good in cash the amount so deducted
33	The Successful Bidder shall not assign the Contract to subcontractor. He shall not sublet any portion of the Contract except with the written consent of the Bank may serve a notice in writing on the Successful Bidder rescinding the contract whereupon the security deposit shall stand forfeited, without prejudice to his other remedies against the Successful Bidder.
34	The Schedule of Probable Quantities is liable to alterations by omissions, deductions or additions at the discretion of the Bank. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the amounts quoted against various items should be totaled in order to show the aggregate value of the entire tender.
35	The Successful Bidder shall have to use materials of the makes/manufacturers specified in the list of material approved brand and/or manufacture contained in this tender form.
36	The contractor shall strictly comply with the provision of safety code .
37	I.S. Code numbers wherever mentioned in the tender shall be the latest version of I.S. codes as on the date of opening of Tenders.
38	The performance guarantee of the successful Bidder will be forfeited if he fails to comply with any of the conditions of the Contract.
39	Bank reserves the right for any addition/deletion/alteration of materials/specifications before/after awarding the job without any compensation.
40	Bidder shall be abide by the Minimum Wage Act, Labour Laws/Bye-laws, Shops & Establishment Act etc. of the State Government / Statutory bodies.
41	All necessary permit/license, permission from public authorities etc., if required, for the completion of work, has to be arranged by the contractor.
42	If the quality of material supplied is found to be unsatisfactory by us at any point of the contract period, Bank is entitled to terminate the contract or withdraw the work order and get the balance supply at your risk and cost by any other agency particularly in case of the following defaults from bidder side.
43	BOB discourages the stipulation of any additional conditions by the Bidders along with their offer. The clarifications / conditions etc. of all the Bidders, if any, will be examined and after discussions with all the Bidders in the prebid meeting, the conditions acceptable to BOB will be intimated to the Bidders through Addendum/Corrigendum.
44	All the material should be of the best quality available in the market.
45	Bidders are advised to carry out the work without causing inconvenience to the occupant in the building.
46	Bank will deduct TDS, other applicable taxes/surcharge/cess etc. as per norms.
47	Bank reserves the right to accept or reject any/all the offer without giving any reasons thereof.
48	Other terms and conditions as per Bank's norms/IBA terms & conditions will be

	applicable.
49	Since the building is in operation, installation will have to be carried out after office hours and on Sundays & holidays.
50	OEM should fulfill following criteria and Bidders should submit documents as evidence to fulfill the same
51	Bank reserves the right to select/reject one or more Bidders. The Bank does not bind itself to accept the lowest or any tender and reserves the right to accept or reject any or all tenders either in whole or in part, without assigning any reasons whatsoever. Conditional tenders are liable to be rejected. Dispute, if any, will be subject to Mumbai jurisdiction only.
52	Faxed or emailed copies of any submission are not acceptable and shall be rejected by the Bank.
53	All supporting documents duly self attested with digital signature are to be stamped, scanned, uploaded and attached along with online bid.
54	Incomplete or partial or faulty submissions shall be rejected.
<b>55</b>	<b>OPENING OF BIDS:</b>
	Opening of Bids shall be strictly as per schedule under this NIT and no request for change in date shall be entertained
	Bids not accompanied with EMD will not be opened.
<b>56</b>	<b>Materials &amp; workmanship to Description to confirm</b>  All materials and workmanship shall so far as procurable be of to the respective kinds described in the Schedule of Quantities to and/or Specifications and in accordance with the Bank's instructions, and the Contractor shall upon the request of the Bank furnish it with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials which the Bank may require as per the testing schedule of tender.
<b>57</b>	<b>Contractor's superintendence and representative on the works</b>  The Contractor shall give all necessary personal superintendence during the execution of the works, and as long thereafter as the Bank may consider necessary until the expiry of the "Defects Liability Period"
<b>58</b>	<b>Dismissal of workmen</b>  The Contractor shall on the request of the Bank immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Bank.
<b>59</b>	<b>Access to works</b>  The Bank, their respective representatives shall at all reasonable times have free access to the work and/ or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the Bank.
<b>60</b>	<b>The Schedule of Quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Method of Measurement.</b>
<b>61</b>	The Contractor shall be deemed to have satisfied himself before tendering as to

	<p>the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities, and/or the Schedule of Rates and Prices which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.</p>
62	<p>The Bank may from time to time intimate to the Contractor that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified Agent to assist the Bank. The Contractor Should not attend or neglect or omit to send such Agent then the measurement taken by the Bank shall be taken to be correct measurements of the works.</p> <p>The Contractor or his Agency may at the time of measurement take such notes and measurements as he may require.</p>
63	<p>Any defect, shrinkage, settlement or other faults which may appear within the “Defects Liability Period” or, if none stated, then within twelve months after the virtual completion of the works, arising in the opinion of the Bank from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Bank, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Bank may employ and pay other persons to amend and make good such defects, shrinkage, settlement or other faults, and all damages loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Bank.</p>
64	<p>The Contractor shall be responsible for all injury or damage to and property, persons, animals or things, and for all damage to property which may arise from any factor omission on the part of the Contractor or any Sub-Contractor or any nominated Sub-Contractor or any of their employees. The liability under this clause shall cover also, interalia any damages to structures, whether immediately adjacent to the works or otherwise; any damage to roads, streets, footpaths, bridges as well as damage caused to the building and other structures and works forming the subject matter of this contract. The contractor shall also be responsible for any damage caused to the buildings and other structures and works forming the subject, matter of this contract due to rain, wind, frost or other inclemency of weather. The contractor shall, indemnify and keep indemnified the Bank and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claims.</p> <p>The Contractor shall reinstate all damage of every sort mentioned in this clause so as to do delivery of the whole of the works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to property or third parties.</p> <p>The Contractor shall also indemnify and keep indemnified the Bank against all claims which may be made against the Bank by any person in respect of anything which may arisen respect of the works or in consequence thereof and shall at his own expense, effect and maintain until the contract period.</p> <p>The contractor shall also indemnify the Bank against all claim which may be made upon the Bank, whether under the Workmen’s Compensation Act or any other statute in force,during the currency of this contract or at Common Law in respect of any employee of</p>

	<p>the contractor or of Sub-Contractor and shall be at his own expense effect and maintain until the contract period.</p> <p>The contractor shall be responsible for any liability which may not be referred to above and also for all other damages to any person, animal or defective carrying out of this contract, whatever, may be the reasons due to which the damage shall have been caused.</p> <p>The contractor shall also indemnify and keep Indemnified the Bank against all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any of damage or compensation arising there from.</p> <p>Without prejudice to the other rights of the Bank against contractors in respect of such default, the Bank shall be entitled to deduct from any sums payable to the contractor the amount of any damages, compensation costs, charges and other expenses paid by the Bank and which are payable by the contractor under this clause.</p>
65	<p><b>Delay and extension of time</b></p> <p>If in the opinion of the Bank the works be delayed</p> <ul style="list-style-type: none"> <li>(a) by force majeure or</li> <li>(b) by reason of any exceptionally inclement weather or</li> <li>(c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through the Contractor's own default or (d) by the works or delays of other Contractors or Tradesmen engaged or nominated by the Employer or the Bank and not referred to in the Schedule of Quantities and/or Specification or</li> <li>(e) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or</li> <li>(g) in consequences of the Contractor not having received in due time necessary instructions from the Bank for which he shall have specifically applied in writing or</li> <li>(h) from other causes which the Bank may certify as beyond the control of contractor or</li> <li>(i) in the event, the value of work exceed the value of the priced schedule of quantities owing to variations the Bank may with previous approval in writing of the Bank make fair and reasonable extension of time for completion of the Contract Works. In case of such strike or lock out the Contractor shall immediately give written notice thereof to the Bank but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of the Bank to proceed with work.</li> </ul> <p>If the Contractor needs an extension of time for the completion of the work or if the completion of work gets delayed for any reason beyond due date of completion stipulated in the contract, the Contractor shall apply to the Bank for extension of time in writing at least 3 days before the expiry of the scheduled time and while applying for extension of time Contractor shall furnish the reasons in detail and his Justification, if any, for delays. Only that period of extension of time as granted by the Bank (on receipt of the application from the contractor or even in absence of any such application) will qualify for exemption of imposition of liquidated damages.</p> <p>Further, the contract shall remain in force even for the period beyond the due date of completion irrespective whether the Contractor has applied or not, for the grant of</p>

	<p>extension of time for completion unless the Bank decides to terminate the contract. The delay for completion of work for any reason will not entail any right to the contractor to claim any revision of rates or any extra compensation for any reason</p>
66	<p><b>Termination of Contract by the Bank</b></p> <p>If the Contractor being an individual or a firm commits any “act of insolvency”, or shall be adjudged an insolvent or being an incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee or the Liquidator of such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Bank that he is able to carry out and fulfill the Contract and to give security therefore, if so required by the Bank.</p> <p>Or if the Contractor (when and individual, firm or incorporated Company) shall suffer execution</p> <p>or other process of Court attaching property to be issued against the Contractor.</p> <p>Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor.</p> <p>Or shall assign or sublet this Contract without the consent in writing of the Bank first had and obtained.</p> <p>Or shall charge or encumber this Contract or any payments due</p> <p>or which may become due to the Contractor hereunder.</p>
67	<p><b>Right of technical scrutiny of Final Bill</b></p> <p>The Bank shall have a right to cause a technical examination of the works by any of the persons or organization as appointed by the Bank and the final bill of the Contractor including all supporting vouchers, abstracts, etc. If as a result of this examination or otherwise any sum is found to have been overpaid or over certified it shall be lawful for the Bank to recover the sum from any payment due to the Contractor for this works or any other works being carried out by the contractors elsewhere under the BANK OF BARODA.</p>
68	<p><b>Bank entitled to recover compensation paid to workmen</b></p> <p>If, for any reason, the Bank is obliged, by virtue of the provisions of the Workmen’s Compensation Act, 1923, or any statutory modification or re-enactment thereof to pay compensation to a workman employed by the Contractor in execution of the works, the Bank shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to the rights of the Bank under the said Act. The Bank shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Bank to the Contractor under this contract or otherwise. The Bank shall not be bound to contest any claim made against it under the said Act, except on the written request of the contractor and upon his giving to the Bank full security to the</p>

	satisfaction of the Bank for all costs for which the Bank might become liable in consequence of contesting such claim.
69	Bank of Baroda reserves the right, but not any obligation, to undertake a pre-shipment inspection of the complete central system in a factory test environment. For this purpose, Bank of Baroda's personnel may visit the factory site, if required.
70	<p><b><u>SPLIT CLAUSE</u></b></p> <p>Bank may at its sole discretion allot the work to two or three bidders on L2 and L3 agreeing to parity of rates quoted by L1. Basis of allotment will be as under :</p> <ol style="list-style-type: none"> <li>In case the Bank decides to have two service providers , work allotted to L1 will be 60% and L2 will be 40%</li> <li>In case the Bank decides to have three suppliers , work allotted to L1 will be 50%, L2 will be 30% and L3 will be 20%</li> </ol> <p>Note : Bank will have right to re-fix the percentage of sharing among L1 , L2 &amp; L3 . The Bank at its sole discretion will allot the work in above ratios on the basis of their estimation and Bank's decision will be final and binding</p> <p>Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.</p>
71	Quantities mentioned in the BOQ are approximate quantities and may vary by +/- (plus /minus) 50%

## APPENDIX

Ref: To Clauses in conditions herein before referred to

Sr. No.	Details	Description
1	Warranty Period	60 months
2	Date of commencement	7 days from issue of work-order
3	Rate of Liquidated Damages	As per terms and condition of agreement and work-order.
4	Payment Terms	95% on supply and installation.
5	Security deposit (EMD + ISD + Retention money)	Remaining 5% (including EMD) shall be kept as Security Deposit for a period of 63 months.
6	Performance Guarantee	Unconditional and irrevocable Performance Bank Guarantee of 5% of Contract value from a public sector Bank in India (other than Bank of Baroda) towards due performance of the contract in accordance with the specifications, terms and conditions of Tender document, within 15 days from the date of letter of intent (LOI). The Performance Bank Guarantee shall be kept valid three months, beyond the warranty period.
7	Completion Period	1 week from date of issuance of work order or intimation to supply of material on site whichever is later

## TECHNICAL SPECIFICATION

1. L.E.D light panels of size 2' X 2' shall have the following specifications:



Sr. No.	Description	Bank's requirement	Your specification (technical details)	Deviation (if any)
1	Dimensions	595 mm (L) X 595 mm (W) / As per site requirement		
2	Power Consumption including driver loss	36W to 40W		
3	Luminous Efficacy of the Luminaire	Above 95 lm/w		
4	Color	5500°K to 6000°K		
5	Lamp Type	Discrete LED		
6	Fixture Material	Powder coated CRCA Sheet		
7	Input Voltage Range & Frequency	140 – 280 VAC, 50 Hz Auto cut off beyond voltage range		
8	Power Factor	Greater than 0.95		
9	THD	<10%		
10	LED Beam Angle	100 – 120 deg.		
11	Mounting Type	Recess Ceiling		
12	CRI	Greater than 80		
13	Rated lamp life	Min. 50,000 Hrs		
14	Heat Dissipation	Suitable arrangement having low LED driving current		
15	IP Rating	IP 20		
16	Protection	2.5KV Voltage surge protection , Short Circuit Protection		
17	Driver	Constant current		
18	Approved make of driver	Fulam/ Philips/Halonix only		



19	Approved make of LED Chip :	Nichia/ Cree/ Osram/ Lumiled only		
20	Warranty	Five years (whole)		
20	Diffuser	Glare free full opal Diffuser		
21	Approved make of fittings	Philips/Wipro/ Halonix /Osram/Lighting Technologies		

Vendor should submit LM79 & Type Test report (not more than 3 months older from the date of due date) from NABL Accredited Lab.

Bank of Baroda

2. L.E.D Tube 2.Lights ( 4 Feet) as required shall have the following specifications :



Sr. No.	Description	Bank's requirement	Your specification(technic	Deviation (if any)
1	Dimensions	4 Feet		
2	Power Consumption including driver loss	18W to 20 W		
3	No. of LED	Depending upon total power consumption and illuminance		
4	Luminous Efficacy of the system	Above 100 lm/w		
5	Color	5500°K - 6000°K		
6	Lamp Type	LED Tube Light		
7	Lamp Material	Anodized extruded aluminium housing with PMMA Cover		
8	Input Voltage Range & Frequency	140 – 280 VAC, 50 Hz Circuit should cut off beyond voltage range		
9	Power Factor	Greater than 0.95		
10	THD	<10%		
11	Beam Angle	100 – 120 deg.		
12	Mounting Type	Ceiling		
13	CRI	Greater than 80		
14	Rated lamp life	Min. 50,000 Hrs		
15	Heat Dissipation	Suitable arrangement having low LED driving current		
16	IP Rating	IP 20		
17	Protection	2.5KV Voltage surge protection , Short Circuit Protection		
18	Driver	Constant current		
19	Approved make of LED chip :	Nichia/ Cree/ Osram/ Lumiled only		
20	Warranty	Five years (whole)		

21	Diffuser	Glare free milky		
22	Approved make of fittings	<b>Philips/Wipro/ Halonix /Osram /Lighting Technologies</b>		

Vendor should submit LM79 & Type Test report (not more than 3 months older from the date of due date) from NABL accredited LAB

Bank of Baroda

3. LED Tube Light Batten without ballast (4 Feet) as required shall have the following specifications :



Sr. No.	Description	Bank's requirement	Your specification(technical details)	Deviation (if any)
1	Dimensions	4 Feet		
2	Power Consumption including driver loss	Nil		
3	No. of LED	Nil		
4	Luminous Efficacy of the system	Nil		
5	Color	Nil		
6	Lamp Type	LED Tube Light		
7	Fitting Material	Powder coated CRCA		
8	Input Voltage Range & Frequency	140 – 280 VAC, 50 Hz		
9	Power Factor	NIL		
10	THD	Nil		
11	Beam Angle	Nil		
12	Mounting Type	Ceiling		
13	CRI	Nil		
14	Rated lamp life	Nil		
15	Heat Dissipation	Nil		
16	IP Rating	IP 20		
17	Protection	Nil		
18	Approved make of LED :	Nil		
19	Warranty	Five years (whole)		
20	Diffuser	Nil		
21	Approved make of fittings	<b>Philips/Wipro/Halonix /Osram /Lighting Technologies</b>		

4. L.E.D down lighters shall have the following specifications:



Sr. No.	Description	Bank's requirement	Your specification (technical details)	Deviation (if any)
1	Dimensions	Cut out dimension : 150mm, Outer dimension : <170mm		
2	Power Consumption	15 W to 18 W		
4	Luminous Efficacy of the system	Above 85 lm/w		
5	Color	5500°K - 6000°K		
6	Lamp Type	Discreet LED only.		
7	Fixture Material	Aluminum die cast,		
8	Input Voltage Range & Frequency	140 – 280 VAC, 50 Hz Circuit should cut off beyond voltage range		
9	Power Factor	Greater than 0.95		
10	THD	<10%		
11	Beam Angle	100 – 120 deg.		
12	Mounting Type	Ceiling		
13	CRI	Greater than 80		
14	Rated lamp life	Min. 50,000 Hrs		
15	Heat Dissipation	Suitable arrangement having LED driving current		
16	IP Rating	IP 20		
17	Protection	2.5KV Voltage surge protection , Short Circuit Protection		
	Driver	Constant current		
18	Approved make of LED chip	Nichia, Cree, Osram		
20	Approved make of drivers	Fulam/Philips/Halonix		
19	Warranty	Five years (whole)		
20	Approved make of fittings	<b>Philips/Wipro/Halonix /Osram /Lighting Technologies</b>		

□ Vendor should submit LM79 & Type Test report (not more than 3 months older from the date of due date) from NABL Accredited Lab.

Bank of Baroda

5. LED (5 to 8) W Bulb have the following specifications:



Sr. No.	Description	Details	Your specification (technical details)	Deviation (if any)
1	Dimensions	-		
2	Power Consumption including driver loss	5 W to 8 W		
3	No. of LED	Depending upon total power consumption and illuminance		
4	Luminous Efficacy of the system	Above 80 lm / W		
5	CCT	5500 – 6000 K		
6	Lamp Type	Ceiling		
7	Fixture Material	Aluminum Housing / T.C.P.		
8	Input Voltage Range &	140 – 280 VAC, 50 Hz		
9	Power Factor	Greater than 0.95		
10	Beam Angle	120 deg.		
11	Mounting Type	B-22 Cap		
12	CRI	Greater than 80		
13	Rated lamp life	Min. 50,000 Hrs		
14	Heat Dissipation	Suitable arrangement having low LED driving current		
16	IP Rating	IP 20		
17	Protection	2.5KV Voltage surge protection , Short Circuit Protection		
18	Approved make of LED :	Nichia/Cree/ Osram/ Lumillied		
19	Warranty	Five years (whole)		
20	Approved make of fittings	<b>Philips/Wipro/ Halonix /Osram /Lighting Technologies</b>		

□ Vendor should submit LM79 & Type Test report (not more than 3 months older from the date of due date) from NABL Accredited Lab

Bank of Baroda



6. LED light for replacement of 50 W Halogen(MR 16) shall have the following specifications :



Sr. No	Description	Bank's requirement	Your specification (technical Details)	Deviation (if any)
1	Dimensions	-		
2	Power Consumption	7W to 10W MR16 Lamp		
3	No. of LED	Depending upon total power consumption and illuminance		
4	Luminous Efficacy of	Above 75 lm/w		
5	Color	5500°K - 6500°K		
6	Lamp Type	LED		
7	Fixture Material	TCEP/Aluminum Heat Sink		
8	Input Voltage Range &	140 – 280 V AC, 50 Hz		
9	Power Factor	Greater than 0.95		
10	Beam Angle	30 - 40 deg.		
11	THD	<10%		
12	Mounting Type	Ceiling		
13	CRI	Greater than 80		
14	Rated lamp life	Min. 25,000 Hrs		
15	Heat Dissipation	Aluminum die cast heat sink		
16	IP Rating	IP 20		
17	Protection	2.5KV Voltage surge protection , Short Circuit Protection		
18	Approved make of LED :	Nichia/Cree/ Osram/ Lumillied		
19	Warranty	Five years (whole)		
20	Approved Make of LED Fitting	<b>Philips/Wipro/Halonix/Osram/ Lighting Technologies</b>		

Vendor should submit LM79 & Type Test report (not more than 3 months older from the date of due date) from NABL Accredited LAB

7. 2ft 9 to 12 W LED T5 Lamp to replace 14W T5 Lamp have the following specifications :

Sr. No.	Description	Bank's requirement	Your specification (technical details)	Deviation (if any)
1	Dimensions	Length : 2 ft		
2	Power Consumption including driver loss	9W to 12 W		
3	No. of LED	Depending upon total power consumption and luminance		
4	Luminous Efficacy of	Above 80 lm/w		
5	Color	5500°K - 6000°K		
6	Lamp Type	Discreet type LED		
7	Fixture Material	TCEP/Aluminum Heat Sink toughened glass		
8	Input Voltage Range & Frequency	140 – 280 VAC, 50 Hz		
9	Power Factor	Greater than 0.95		
10	Beam Angle	100 – 120 deg.		
11	Mounting Type	Inside fitting		
12	CRI	Greater than 80		
13	Rated lamp life	Min. 50,000 Hrs		
14	Heat Dissipation	Suitable arrangement by having die cast aluminum housing.		
15	IP Rating	IP 20		
16	Protection	2.5KV Voltage surge protection , Short Circuit Protection		
17	Approved make of LED :	Nichia/Cree/ Osram/ Lumillied		
18	Warranty	Five years (whole)		
19	Approved make of fittings	<b>Philips/Wipro/ Halonix /Osram /Lighting Technologies</b>		

Vendor should submit LM79 & Type Test report (not more than 3 months older from the date of due date) from NABL Accredited Lab.

# **FINANCIAL BID**

Bank of Baroda

**A. SUPPLY OF LED LIGHT FITTINGS AND FIXTURES**

<b>Sl. No.</b>	<b>Description</b>	<b>Approx. Quantity (Q)</b>	<b>Unit Rate in figures(₹) (U)</b>	<b>Q x U Amount (₹)</b>
A.1	Supply of LED Light panels of size 2'x2' as per technical specifications	700		
A.2	Supply of L.E.D Tube Lights (4 Feet) as per technical specifications	75		
A.3	Supply of LED Tube Light Batten without ballast (4 Feet) as per technical specifications.	75		
A.4	Supply of L.E.D down lighters as per technical specifications.	1500		
A.5	Supply of LED (5 to 8) W Bulb as per technical specifications.	100		
A.6	Supply of 2ft 9 W to 12W LED T5 Lamp to replace 14W T5 as per technical specifications.	100		
A.7	Supply of 7 to 10 W MR16 lamp to replace 50W Halogen as per technical specifications.	50		
<b>A</b>	<b>Total(A.1 +A.2+A.3+A.4+A.5+A.6+A.7)</b>			

## B. INSTALLATION OF LED LIGHT FITTINGS AND FIXTURES

Sl. No.	Description	Approx. Quantity (Q)	Unit Rate in figures(₹) (U)	Service tax percentage (P)	Service tax (S)= U*P/100	(Q X U)+ (Q X S) Amount (₹)
B.1	Installation of LED Light panels of size 2'x2' as per technical specifications	700				
B.2	Installation of L.E.D Tube Lights (4 Feet) as per technical specifications	75				
B.3	Installation of LED Tube Light Batten without ballast (4 Feet) as per technical specifications.	75				
B.4	Installation of L.E.D down lighters as per technical specifications.	1500				
B.5	Installation of LED (5 to 8) W Bulb as per technical specifications.	100				
B.6	Installation of 2ft 9W to 12W LED T5 Lamp to replace 14W T5 as per technical specifications.	100				
B.7	Installation of 7 to 10 W MR16 lamp to replace 50W Halogen as per technical specifications	50				
B	GRAND TOTAL (B.1 +B.2 +B.3 +B.4 +B.5 +B.6+B.7)					

## C. BUY BACK OF EXISTING LIGHT FITTINGS AND FIXTURES

Sl. No.	Description	Approx. Quantity (Q)	Unit Rate in figures(₹) (U)	Q x U Amount (₹)
C.1	Buyback of existing LED Light panels of size 2'x2'	700		
C.2	Buyback of existing L.E.D Tube Lights (4 Feet)	75		
C.3	Buyback of existing LED Tube Light Batten without ballast (4 Feet).	75		
C.4	Buyback of existing L.E.D down lighters	1500		
C.5	Buyback of existing LED (5 to 8) W Bulb.	100		
C.6	Buyback of existing 14W T5 lamp	100		
C.7	Buyback of existing 50W Halogen Lamp	50		
C	Total (C.1 + C.2 + C.3 + C.4 + C.5 + C.6+C.7)			

### GRAND TOTAL

GRAND TOTAL (Rs)	A+B-C	
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\*L-1 Shall be decided on grand total

# **ANNEXURES**

Bank of Baroda

## **ANNEXURE A**

### **Declaration / Undertaking**

[Letter head of the Bidder firm or lead partner including full postal address, telephone nos., fax no., telex no.,  
E mail address & website]

**The General Manager & Head  
(Facilities Management & COA)  
1st Floor, Baroda Corporate Centre,  
C-26 G Block, Bandra Kurla Complex,  
Bandra East, Mumbai 400051.**

**SUB: Tender for Supply & Installation of L.E.D Light Fittings & Fixtures at Baroda Sun Tower building, Mumbai.**

Dear Sir,

I / We have read and understood the TENDER notice and instructions to the Applicants and submit my / our applications for Bank's consideration duly filled and complete in all respects. I / We further understand that selection for the above mentioned job will be in accordance with Banks terms and conditions subject to the authority of the Bank to alter or amend the same keeping in view of the exigencies of the work. I / We do hereby declare that the information furnished in the Annexures and in the supplementary sheets is correct to the best of my / our knowledge and belief. I/We confirm that:

1. I/we will abide by all terms and conditions mentioned in this TENDER Document.
2. I/we will abide by all the changes made in corrigendum/addendum
3. I/we will abide by all the new clauses added in the corrigendum/addendum. the Technical Bid and the Price Bid are submitted by us as per the provisions mentioned in the TENDER Document.
4. I/We have made a complete review and careful examination of the terms of the TENDER Document and we hereby unconditionally and irrevocably accept, agree and acknowledge the terms mentioned thereof
5. I/We hereby confirm that we satisfy the entire eligibility criterion and Requirements conditions to execute the job as and wherever prescribed in the TENDER Document.
6. Bank reserves the right for any addition/deletion/alteration of quantities to be supplied before/after awarding the work without any compensation.
7. Bank reserve the right to reject any tender without assigning any reason whatsoever and also does not bind it to accept the lowest or any specific tender.
8. At the sole discretion and determination of the Bank, the Bank may add or alter any other criteria for evaluating the proposals received in response to this TENDER. The decision of our Bank in this regard will be final & binding.
9. I/we have noted the contents of the TENDER and have ensured that there is no deviation in filing our response to the TENDER and that the Bank will have the right to disqualify us in case of any such deviations.



10. I/We agree that the Bank is not bound to accept the lowest or any Bid that the Bank may receive.
11. I/We confirm that I/we have visited the sites, examined the nature thereof , perused the drawings and to have made myself/ourselves thoroughly acquainted by our own independent observation and enquiries with the nature, position, extent and practicality of the works, means of access, storage area for material/s and all other matters which can in any way influence tender price, as no monetary or other claims made by us on the grounds of want of knowledge/information of any or all of the aforesaid matters will be entertained.
12. I/We confirm that In case of malfunctioning of light fixtures, we are liable and accept legal action, including blacklisting by Bank of Baroda and Bank may inform such act to all the Government authorities
13. I/We confirm that we have enclosed Letter from OEM regarding the unconditional acceptance of terms and conditions related to support to their products during warranty period as mentioned in the tender.
14. I/we further understand that Bank of Baroda may award Contracts to more than one Contractors and that I/we shall make no claims if Bank of Baroda accept only a part of my/our tender.
15. We unconditionally agree to Bank of Baroda's preconditions as stipulated in the tender documents. Bank reserves the right to terminate our contract and forfeit the Earnest money deposit paid by us in additions to recovery of all the dues to the Bank from the payment receivable by us. Further we may also be barred from tendering in future for the Bank and its subsidiaries.

Date:

Yours faithfully

(Authorised Signatory)Signature/ Seal

Name:

Name Organization:

Designation

Phone Contact:

Place:

## **ANNEXURE B**

### **PRE CONTRACT INTEGRITY PACT**

#### General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of \_\_\_\_\_ month, 20\_\_\_\_, between, on one hand, Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisitions and Transfer of Undertakings) Act, 1970 having its head office at Mandvi Baroda, and its corporate office at Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai-400051 (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

And

M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item/Services) and the BIDDER/Seller is willing to offer/has offered the said stores/equipment/item/services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking performing its functions on behalf of the President of India.

NOW, THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

## **Commitments of the BUYER**

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

## **Commitments of BIDDERS**

- 2 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - 2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

- 2.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 2.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be closed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

### **3 Previous Transgression**

- 3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

### **4 Earnest Money (Security Deposit)**

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

### **5 Sanctions for Violations**

- 5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- 5.1.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - 5.1.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - 5.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - 5.1.4 To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of Bank of Baroda, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
  - 5.1.5 To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
  - 5.1.6 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - 5.1.7 To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
  - 5.1.8 To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - 5.1.9 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
  - 5.1.10 Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER . However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## **6 Fall Clause**

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

## **7 Independent Monitors**

7.1 The BUYER has appointed Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Name: Mr. Shirish Balakrishna Agarkar (email id: agarkar.bob1@gmail.com).

7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

7.7 The BUYER 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 parties. The parties will offer to the Monitor the option to participate in such meetings.

7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER I BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## 8 Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## 9 Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

## 10 Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

## 11 Validity

The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.1 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

BUYER

BIDDER

Name of the Officer:

Chief Executive Officer

Designation:

Department:

Witness

Witness

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

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

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

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