

बैंक ऑफ़ बड़ौदा, मुंबई में एयर हैंडलिंग यूनिट्स कि  
आपूर्ति, स्थापना, परीक्षण और कमीशन

के लिए

निविदा आमंत्रित की जाती है।

*Tender*

*for*

*Supply, Installation, Testing & Commissioning of Air  
Handling Units at Bank of Baroda, Mumbai.*



बैंक ऑफ़ बड़ौदा

सुविधाएं प्रबंधन विभाग, पहला मंजिल,

बड़ौदा कॉर्पोरेट सेंटर, सी-26, जी-ब्लॉक,

बान्द्रा कुर्ला कॉम्प्लेक्स, बान्द्रा (ई), मुंबई - 400051

BANK OF BARODA

FACILITIES MANAGEMENT DEPARTMENT

1<sup>st</sup> Floor, Baroda Corporate Centre,

C-26, G-BLOCK, BANDRA KURLA COMPLEX,

BANDRA (EAST), MUMBAI-400051

RFP/TENDER REFERENCE NUMBER: BOB/BCC/FM/VB/111/HVAC/1/ AHU.

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**SECTION A**  
**INTRODUCTION**

<b>Definitions of some common terms &amp; Abbreviations</b>	
<b>Bidder / Respondents</b>	Reputed Manufacturers/Vendors/Distributors which participate in E-tendering to make an offer.
<b>Contractor/Supplier/Vendor</b>	Final successful Bidder to whom the contract will be awarded.
<b>L1</b>	The best competitive offer or The Lowest Bidder.
<b>Bank</b>	Bank of Baroda.
<b>RFP/TENDER</b>	Request for Proposal.
<b>EMD</b>	Earnest Money Deposit.
<b>OEM</b>	Original Equipment Manufacturer.
<b>SLA</b>	Service Level Agreement.
<b>CAMC</b>	Comprehensive Annual Maintenance Contract.
<b>MOU</b>	Memorandum of Understanding.
<b>IST</b>	Indian Standard Time GMT +5:30.
<b>INR</b>	Indian Rupee.
<b>SITC</b>	Supply, Installation, Testing and Commissioning.
<b>PBG</b>	Performance Bank Guarantee.

Bank of Baroda invites sealed offers from eligible Contractors in **two Bid System** (Technical and Financial) for the following work:-

<b>Sr. No.</b>	<b>Name of Work</b>	<b>Estimated cost of entire Project in INR (approx.)</b>
1.	Supply, Installation, Testing and Commissioning of Air Handling Units (AHUs) along with allied accessories/works and dismantling, buyback of old Air Handling Units <b>at Bank of Baroda</b> , Baroda Corporate Centre, C-26, G Block, Bandra-Kurla Complex, Bandra East, 400051, Mumbai.	<b>1.60 Crores</b>

**Notice:**

**Bank of Baroda, Facilities Management Department, BCC, Mumbai, invites offers from prospective Bidders for Supply, Installation, Testing and Commissioning of Air Handling Units (AHUs) along with allied accessories/works and dismantling, buyback of old Air Handling Units at Bank of Baroda, Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra-E, Mumbai-400051. Interested bidders can access tender from Tenders Section of Bank of Baroda's website [www.bankofbaroda.com](http://www.bankofbaroda.com)**

Further "Corrigendum" or "Addendum" (if any) shall be issued on Bank's website only and prospective 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.

<b>Schedule of E Tender</b>		
<b>A.1</b>	E-Tender No.	BOB/BCC/FM/VB/111/HVAC/1/ AHU
<b>A.2</b>	Date of viewing Tender	18.06.2019
<b>A.3</b>	Date of Starting of E-Tender for submission of on line Technical Bid and Commercial Bid at <a href="https://bobtenders.abcprocure.com">https://bobtenders.abcprocure.com</a>	18.06.2019
<b>A.4</b>	Date & Time of closing of online E-Tender for submission of Technical Bid & Commercial Bid	12.07.2019 & 15:00 hrs IST
<b>A.5</b>	Date & time of opening of Part-I - Technical Bid	12.07.2019 & 15:30 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>	Last date of submission of EMD through RTGS/NEFT/DD	12.07.2019 before 15:00 hrs IST
<b>A.8</b>	Pre-Bid Meeting starting date & time	01.07.2019, at 11:00 hrs.
<b>A.9</b>	<b>Earnest Money Deposit</b>	<b>₹ 1,60,000.00 INR (Rupees One Lakh Sixty Thousand Only)</b>
<b>A.10</b>	Address for online submission of bids (technical as well as commercial bids)	Bid must be submitted online on <a href="https://bobtenders.abcprocure.com">https://bobtenders.abcprocure.com</a>
<b>A.11</b>	Address for opening of bids	<a href="https://bobtenders.abcprocure.com">https://bobtenders.abcprocure.com</a>
<b>A.12</b>	Contact Details of M/s. e-Procurement Technologies Ltd.(ETL), Ahmedabad  Primary Contact Numbers:- M:- 9081000427, 9904407997	1.Sujith Nair:-079-68136857, sujith@eptl.in 2.Jaymeet Rathod:-079-68136829, jaymeet.rathod@eptl.in 3.Vinayak Khambe:-079-68136835, vinayak.k@eptl.in 4.Nadeem Mansuri:-079-68136853, nadeem@eptl.in 5.Nandan Valera:-079-68136843, nandan.v@eptl.in 6.Hemangi Patel:-079-68136852, hemangi@eptl.in 7.Kanchan Kumari:-079-68136820, kanchan.k@eptl.in 8.Deepak Narekar:-079-68136863, deepak@eptl.in Alternate Contact Nos.: •Mr. Yashrajsinh Rathod:- 079-68136815, 9879996111, yashrajsinh@auctiontiger.net •Ms. Shubhangi Banodiya:- 079-68136826, 9879996111, shubhangi@auctiontiger.net

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:

- 1. Mr. Kausthub V.**  
Sr. Manager (Electrical)  
Ph. No: 022- 66985769
- 2. Mr. Vishal Borkar,**  
Manager(Electrical)  
Ph. No: 022- 66985779

**All email communication shall only be made on : [em.bcc@bankofbaroda.com](mailto:em.bcc@bankofbaroda.com)**

## SECTION B

### IMPORTANT INSTRUCTIONS FOR E-PROCUREMENT

<b>B.1</b>	<p><b>Important instructions for E-Procurement</b></p> <ul style="list-style-type: none"> <li>This is an online tender event of Bank of Baroda.</li> <li>Online tender service provider is M/s. e-Procurement Technologies Ltd.(ETL), Ahmedabad.</li> <li>Bidders are requested to read the terms &amp; conditions of this RFP/TENDER before submitting their online tenders.</li> <li>Bidders who do not comply with the conditions with proper/necessary documentary proof (wherever required) will not qualify in the Tender process for opening of Commercial bid.</li> <li><b>The intended bidders are required to submit their offer electronically through E-Tendering portal only. No physical tender is acceptable by Bank of Baroda.</b></li> <li><b>Online (Part I - Technical Bid) and (Part II - Commercial Bid) will be done through <a href="https://bobtenders.abcprocure.com/EPROC/">https://bobtenders.abcprocure.com/EPROC/</a></b></li> </ul>
<b>B.2</b>	<p><b>System Requirement</b></p> <p>System Requirement:</p> <ol style="list-style-type: none"> <li>IE-10 and above Internet browser.</li> <li>Signing type - Digital signature.</li> <li>JRE 7 update 79 software to be downloaded and installed in the system. Security level should be medium.</li> </ol>
<b>B.3</b>	<p><b>Bid Submitting &amp; Opening</b></p> <ul style="list-style-type: none"> <li>Part I Technical bid will be opened electronically on specified date and time as given in the RFP/TENDER.</li> <li>Part II Commercial bid will be opened electronically of only those bidder(s) who's Part-I Technical Bid is found to be acceptable by Bank of Baroda. Such bidder(s) will be intimated date of opening of Part-II Commercial bid, through valid email confirmed by them.</li> <li>All entries in the tender should be entered in online Technical &amp; Commercial Formats without any ambiguity.</li> <li>All notices /corrigendum and correspondence to the registered bidder(s) shall be sent by email only during the process till finalization of tender by Bank of Baroda. Hence the bidders are required to ensure that their corporate email id provided is valid and updated at the stage of registration.</li> <li>E-Tender cannot be accessed after the due date and time mentioned in RFP/TENDER.</li> <li>The process involves Electronic Bidding for submission of Technical and Commercial Bid.</li> <li>As the Bids are to be submitted online, it is sole responsibility of the bidder to ensure submission of their bid by stipulated date and time as specified. Bank shall not be liable &amp; responsible in any manner whatsoever for my/our failure to access &amp; bid on the E-tendering platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the E-tendering event.</li> </ul>
<b>B.4</b>	<p><b>Submission of Technical Bids</b></p> <p>The TENDER response shall be submitted in two parts. Part I shall comprise of Technical Bid plus EMD and Part II shall contain Commercial Bid. These bids shall be submitted Online.</p> <p>Bidder shall submit Earnest Money Deposit (EMD) amount online through NEFT/RTGS on the details below:</p> <p><b>Bank: BANK OF BARODA</b>  <b>Branch: Bandra East</b>  <b>IFSC: BARB0BANEAS ('0' is Zero)</b>  <b>Account Type: OD</b>  <b>Account No.: 29040400000418</b>  <b>Account Name: BCC Estate Management Dept.</b></p>

	<p><b>In case of DD/Bankers Cheque, it should be submitted at our office as mentioned in Tender by 12.07.2019 before 15:00 hrs IST. DD/BC should be in the name of “BANK OF BARODA” payable at Mumbai.</b></p> <p><b>Under no circumstances, Earnest Money Deposit will be accepted in the form of fixed deposit receipt/ Insurance guarantee or Cheque.</b></p> <p>Please note that firms/agencies claiming exemption from submission of EMD under any statutory authority/law (eg. NSIC, MSME etc.) shall be required to submit necessary documents viz. valid registration certificate etc. to the satisfaction of the Bank. Such firms shall ensure to submit copy of valid Registration Certificate duly signed and stamped in place of receipt of NEFT/RTGS. Please note that any changes in the technical / prequalification criteria mentioned in this Tender Document shall be inserted as addendum/corrigendum in the tender section of Bank’s Website and in <a href="https://bobtenders.abcprocure.com/EPROC/">https://bobtenders.abcprocure.com/EPROC/</a>.</p>
<b>B.5</b>	<b>Submission of Commercial Bids</b>
	<ul style="list-style-type: none"> <li>➤ Commercial Bids will be submitted online.</li> <li>➤ The prices offered to the Bank must be in Indian Rupees.</li> <li>➤ Buyback of old AHU units shall be quoted.</li> <li>➤ Rate quoted shall be exclusive of GST, however inclusive of any other duties. GST shall be paid as per the Government norms on the actuals.</li> <li>➤ <b>L1 (Lowest Bidder) will be decided on the overall cost i.e. Total Cost of new AHU units subtracted (-) with the buyback amount.</b></li> <li>➤ Defect liability period (DLP) for the entire installed system along with all accessories shall be for <b>-12- months</b> period from the date of successful installation/acceptance of the system by the Bank.</li> <li>➤ Any price variation on account of change in tax structure (+ or -) shall be payable/recoverable during the contract period.</li> <li>➤ <b>No price increase on account of exchange rate fluctuations.</b></li> </ul>
<b>B.6</b>	<b>Pre-Bid Meeting</b>
	<p>A pre-bid meeting shall be arranged on 01.07.2019, at 11:00 hrs at  <b>Bank of Baroda  Facilities Management Department  1st Floor, Baroda Corporate Centre,  C-26, G-Block, Bandra Kurla Complex,  Bandra (East), Mumbai-400051.</b></p> <p>Queries received up to 48 hours prior to Pre-bid meeting date and time only will be addressed during pre-bid meeting. All the queries should be sent to the mail id: <a href="mailto:em.bcc@bankofbaroda.com">em.bcc@bankofbaroda.com</a></p>
<b>B.7</b>	<b>Opening of Technical Bids</b>
	<p>The Technical Bids will be opened in the presence of Bank’s authorized committee. The representatives of the bidders may remain present during the opening of Technical bids. No separate intimation will be given to the bidders in this regard.</p>
<b>B.8</b>	<b>Evaluation of Technical Bids</b>
	<p>Technical Bids will be evaluated on the basis of fulfilling Bidders Profile Details and compliance to Eligibility criteria, Technical specification, other terms and conditions stipulated in the tender document. Commercial Bids of only those bidders who qualify in the technical evaluation, based on the criteria laid down hereinabove, will be opened.  <b>The Bank reserves the right to reject any or all the tenders without assigning any reason thereof.</b></p>
<b>B.9</b>	<b>Evaluation of Commercial Bids</b>
	<p>After the technical evaluation of the tenders, the price bid of only technically qualified bidders (as per the criteria mentioned hereinabove) shall be considered for price bid evaluation. The Bank reserves its right to seek and obtain substantiating data from the bidders for verification of the credentials submitted. The Date of opening of Price Bid shall be advised separately to all technically qualified bidders.</p>

## SECTION C

### BIDDER'S PROFILE

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

Sr .	Description	Bidders Response	Documents Required
C.1	Name of the Bidder/Firm	Enter your Company name.	No Documents required
C.2	Whether OEM or Authorized Dealers	Enter in YES/NO.	No Documents required
C.3	Permanent Account Number	Enter Permanent Account No.	Upload supporting document.
C.4	GST No.	Enter GST No.	Upload supporting document.
C.5	Registered Office address	Enter your complete registered office address along with Pin code	Upload supporting document.
C.6	Office address in Mumbai	Enter your office addresses.	Upload supporting document.
C.7	Email Address	Enter at least Five Email addresses	No Documents required
C.8	Phone/Mobile nos.	Enter at least Five Phone/Mobile nos.	No Documents required
C.9	Year of Establishment	Enter year of Establishment	Upload Certificate of Incorporation.
C.10	Status of the firm (Sole Proprietorship/ Partnership/ Ltd. Co./ Others)	Enter your status of firm.	Upload Certificate of Incorporation.
C.11	Whether registered for Sales Tax purpose. If so, mention number and date	Enter in YES/NO. Whether registered for Sales Tax purpose. If so, mention number and date	Upload supporting document.
C.12	Name of Director/Partner/Proprietor	Enter Name of Director/Partner/Proprietor	Upload supporting document.
C.13	Name of the person who have power of attorney or Authorized Signatory	Enter the name.	Please upload supporting document/power of attorney.
C.14	Account no., Bank name, NEFT Details, Address of the Bank, Branch Name, IFSC Code and MICR code	Enter Account no., Bank name, NEFT Details, Address of the Bank, Branch Name, IFSC Code and MICR code	Please attach copy of cancelled cheque.
C.15	Net Profit/Loss Made by bidder in 2016-17	Enter your net profit with + sign. Enter your net loss with – ve sign	Upload Income Tax Return filed for the year.
C.16	Net Profit/Loss Made by bidder in 2017-18	Enter your net profit with + sign. Enter your net loss with – ve sign	Upload Income Tax Return filed for the year.
C.17	Net Profit/Loss Made by bidder in 2018-19	Enter your net profit with + sign. Enter your net loss with – ve sign	Upload Income Tax Return filed for the year.
C.18	Annual Turnover of bidder in 2016-17	Enter your Annual Turnover	Upload Audited Balance Sheet for the year.
C.19	Annual Turnover of bidder in 2017-18	Enter your Annual Turnover	Upload Audited Balance Sheet for the year.
C.20	Annual Turnover of bidder in 2018-19	Enter your Annual Turnover	Upload Audited Balance Sheet for the year.

<b>C.21</b>	Details of EMD submitted to Bank of Baroda	Enter UTR No. and Bank Name along with date	Upload Scanned copy of NEFT/RTGS/Transfer/Deposit Receipt.
<b>C.22</b>	Whether registered/empanelled with Government/Semi-Government/Municipal authorities of any other Public organization.	Provide details of organization and, in which class and since when.	Enclose certified copies of documents (Letter from such government organization issued for empanelment/registration) as evidence.
<b>C.23</b>	Number of years of experience in the field and details of work in any other field	Mention the number of years of experience of the firm in the field.	Provide completion certificate for similar executed works.
<b>C.24</b>	Address of Mumbai office through which the proposed work of the Bank will be handled and the name & designation of professional in charge.	Enter your office address in Mumbai.	Upload supporting document.
<b>C.25</b>	Detailed description and value of works done ( <b>Proforma 1</b> ) and works on hand ( <b>Proforma 2</b> )	Fill in the proforma and attach supporting documents.	Upload proforma 1 & 2 along with supporting documents like completion certificate, work order resp etc.
<b>C.26</b>	Details of Key Personnel Permanently employed ( <b>Proforma 3</b> )	Fill in the proforma.	Upload proforma 3.
<b>C.27</b>	Other infrastructural information to be used/referred for this project ( <b>Proforma 4</b> )	Fill in the proforma.	Upload proforma 4.
<b>C.28</b>	Furnish the names of –3-responsible persons along with their designation. Address, tel. No. etc. for whose organisation, you have completed the above mentioned jobs and who will be in a position to certify about the performance of your organization.	Provide details of person/officials of the organization for which you have executed works.	No Documents required
<b>C.29</b>	Whether any Civil Suit/litigation arisen in contracts executed/being executed during the last 10 years. If yes, please furnish the name of the project, employer, nature of work,	Provide details of litigation if any.	Upload supporting documents.  Upload declaration on your letter head if no civil suits/litigations.

	contract value, work order and brief details of litigation.  Give name of court, place, and status of pending litigation.		
<b>C.30</b>	Information relating to whether any litigation is pending before any Arbitrator for adjudication of any litigation or else any litigation was disposed off during the last ten years by an arbitrator. If so, the details of such litigation are required to be submitted.	Provide details of pending litigation if any.	Upload supporting documents.  Upload declaration on your letter head if not applicable.
<b>C.31</b>	Undertaking regarding local office at Mumbai.	To be filled if no permanent office in Mumbai.	Upload declaration on your letter head.
<b>C.32</b>	The company / firm has not defaulted to any Bank within the jurisdiction of India.( CIBIL report of the company / firm)	Provide required details.	Upload declaration on your letter head if not applicable.
<b>C.33</b>	The Contractor should not be owned or controlled by any Director or Employee of the Bank (or their Relatives)-Self declaration by the bidder on Company's letter head conforming the same.	Provide required details.	Upload declaration on your letter head if not applicable.
<b>C.34</b>	The Contractor should not have been penalised or found guilty in any court of law and the consultant shall not have been blacklisted / debarred by any Central Government Ministry/ Bank/ RBI/ IBA/ any regulatory authority. Self- Certification by the Consultant on Company's letter head to be provided. However, Bank would have the right to independently verify the same. Proforma-6.	Provide required details.	Upload declaration on your letter head if not applicable.



## SECTION D

### ELIGIBILITY CRITERIA

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

<b>Prequalification Criteria for Contractor (Bidder) who is submitting the bid.</b>			
	<b>Prequalification Criteria</b>	<b>Bidders Response</b>	<b>Documents Required</b>
<b>D.1</b>	Bidder should have made net profits during last three financial years. (2016-17, 2017-18, 2018-19).	Mention in Yes/No.	Copy of the last three years audited financial statements
<b>D.2</b>	Bidder Average Annual turnover of the company for the above mentioned years should not be less than 60 Lakhs.	Mention in Yes/No.	Copy of the last three years audited financial statements
<b>D.3</b>	Bidder should have experience in successful completion of Supply, installation, testing & Commissioning of HVAC/Chiller plant with Air Handling Units and related accessories preferably with BMS of the organization (preferably Public Sector Bank and other government organization) spread across India during the last 7 years as of May 2019.	Mention in Yes/No.	Certificate from the Organization.
<b>D.5</b>	The tenderer(s) in their own name should have satisfactorily executed the work of similar nature in Semi Govt. /Govt. & Public / Private Sector Organizations during last seven (7) years (up to 31.05.2019)  a) Three similar completed works each of value not less than the value equal to ₹64Lakhs. OR b) Two similar completed works each of value not less than the value equal to ₹80Lakhs. OR c) One similar completed works each of value not less than the value equal to ₹1.28Crores.	Mention in Yes/No.	Copy of Purchase Orders/Work completion certificate.
<b>D.6</b>	Bidder must be an Indian firm company/organization registered under Companies Act	Mention in Yes/No.	Certificate of incorporation issued by Registrar of Companies
<b>D.7</b>	Bidder should have their office/service center in Mumbai.	Mention in Yes/No.	Copy of address and contact number

## SECTION E

### TERMS & CONDITIONS

<b>E.1</b>	<b>General Terms &amp; Conditions</b>
	Bank of Baroda proposes to revamp/replace its existing Air Handling Units at Baroda Corporate Centre, Corporate Office. Prospective bidders are invited to quote for Supply, Installation, Testing and Commissioning of Air Handling Units along with related accessories, integration with existing Building Management System and Buy Back of old Air Handling Units. Air handling units and accessories shall be as per approved make attached along with the tender. Installation of the Air Handling Units shall be done on weekends/holidays/non-working days so as to least affect the daily functioning/operation of the Bank.
<b>E.2</b>	<b>Total Security Deposit (EMD + ISD + Retention Money)</b>
	<p><b>Earnest Money Deposit (EMD)</b></p> <p>Earnest Money Deposit of <b>₹1,60,000.00 INR (Rupees One Lakh Sixty Thousand Only)</b> has to be submitted through NEFT/RTGS/DD on details under Section B.4. The Earnest Money Deposit of unsuccessful bidders will be refunded on acceptance of the work order by the successful bidder. <b>Earnest Money Deposit shall not carry any interest.</b> The EMD of successful bidder will be adjusted while settling the final bill.</p> <p><b>The Earnest Money Deposit will be forfeited if:</b></p> <ul style="list-style-type: none"> <li>➤ The bidder withdraws his tender before processing of the same.</li> <li>➤ The bidder withdraws his tender after processing but before acceptance of “Letter of appointment” to be issued by the Bank</li> <li>➤ The selected bidder withdraws his tender before furnishing Bank Guarantee/Security Deposit as required under this Tender.</li> <li>➤ The bidder violates any of the provisions of the terms and conditions of this tender specification</li> </ul> <p>Bidder shall Upload the NEFT/RTGS/Transfer/Deposit receipt. Please note that firms/agencies claiming exemption from submission of EMD under any statutory authority/law (eg. NSIC etc.) shall be required to submit necessary documents viz. valid registration certificate etc. to the satisfaction of the Bank. Such firms shall ensure to submit copy of valid Registration Certificate duly signed and stamped in a separate cover (in lieu of the EMD).</p>
<b>E.3</b>	<b>Initial Security Deposit (ISD) &amp; Retention Money (RM)</b>
	<p><b>Initial Security Deposit:</b> 2% of contract amount including EMD.</p> <p>The successful bidder(s) shall be responsible to deposit Initial security deposit @ 2% of the Total Contract Value including EMD at our office by way of demand draft in favour of Bank of Baroda, payable at Mumbai within 15 days from the date of letter of intent (LOI)/Purchase order. Thus, the contractor has to submit the difference amount only after adjusting EMD.</p> <p><b>Retention Money (RM):</b> Apart from the EMD &amp; Initial Security Deposit to be deposited by the successful bidder as aforesaid, additional Retention Money shall be deducted from overall contract value from the final bill, provided that the total Security Deposit i.e. the Initial Security Deposit amount + the Retention amount shall together not exceed 5% of the Contract price as determined after considering all variations as approved.</p> <p>50% of the total security deposit will refunded to the contractor on completion subject to the following:</p> <ul style="list-style-type: none"> <li>• Issue of Virtual Completion Certificate by the Consultant/Bank.</li> <li>• Contractor’s removal of his materials, equipment, labour force, temporary sheds / stores etc. from the site</li> </ul> <p>Balance 50% shall be released within 15 days of completion of Defect Liability Period.</p>
<b>E.4</b>	<b>Performance Bank Guarantee:</b>

	The selected bidder has to provide an unconditional and irrevocable Performance Bank Guarantee of 5% of the contract value from a Scheduled Bank in India 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)/Purchase order. The Performance Bank Guarantee shall be kept valid three months, beyond the defect liability period (i.e. total for 15 months).
<b>E.5</b>	<b>Payment Terms</b>
	<ul style="list-style-type: none"> <li>• 50% amount of the total contract value shall be released after delivery of all the materials at site.30% amount of the total contract value shall be released after completion of installation and commissioning of all AHUs and related accessories and successful operation of the system-HVAC/Chiller plant and AHUs. 15% amount of the total contract value shall be released within 1 month after successful SITC &amp; operation of the system-HVAC/Chiller plant and AHUs. However, Retention Money shall be deducted as per clause no. E.3.</li> <li>• No advance or interim payment shall be permitted under any reason, whatsoever.</li> <li>• The Bank will release the payments, within a period of 15 working days from the date of receipt of bill on along with all the relevant documents. Any dispute regarding the relevant documents will be communicated to the selected Bidder within 5 days from the date of receipt of bill. After the dispute is resolved, Bank shall make payment within 15 working days from the date the dispute stands resolved.</li> <li>• At payment time, bidder submits the all Original/a copy of document with duly signed by the Bank's official and detailed packing list.</li> <li>• The bidder shall also submit the documented Acceptance test reports and Acceptance certificate signed by the Bank's official indicating satisfactory completion of acceptance test.</li> <li>• Bank will deduct TDS, other applicable taxes/surcharge/cess etc. as per norms</li> </ul>
<b>E.6</b>	<b>Place of Order</b>
	Order will be placed by Facilities Management Deptt, Corporate Office Mumbai & Payment will also be released by our office on production of following documents. A. Original copy of Invoice. B. Original copy of Delivery Challan. C. Original copy of successful Installation, testing & commissioning report. D. Factory/Site Test Report & acceptance from each Bank's office confirming satisfactory working of the unit/system. E. Bidders shall make necessary arrangements for road permit etc, if any.
<b>E.7</b>	<b>Validity Period of the Offer</b>
	The offer shall remain valid for -6- months from the date of submission of tender document. However, Bank reserves the right to extend the period on mutual consent with the successful bidder.
<b>E.8</b>	<b>Authorized Signatory</b>
	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 of Attorney copy to discuss, sign agreements/contracts with the Bank. The Bidder shall furnish proof of signature identification for above purposes as required by the Bank. The selected Bidder shall indicate the authorized signatory/ies who can discuss and correspond with the bank, with regard to the obligations under the contract.
<b>E.9</b>	<b>Bank of Baroda reserves the right to</b>
	<ul style="list-style-type: none"> <li>➤ Reject any or all responses received in response to the Tender</li> <li>➤ Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery</li> <li>➤ Cancel the selection process as per Tender at any stage, without assigning any reason whatsoever</li> <li>➤ Alter the nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.</li> </ul>
<b>E.10</b>	<b>Cancellation of contract and compensation</b>
	The Bank reserves the right to cancel the contract of the selected Bidder and recover expenditure incurred by the Bank in the following circumstances:

	<p>A. The selected Bidder commits a breach of any of the terms and conditions of the Tender/contract.</p> <p>B. The selected Bidder becomes insolvent or goes into liquidation voluntarily or otherwise.</p> <p>C. The progress regarding execution of the contract made by the selected Bidder is found to be unsatisfactory.</p> <p>D. If the delivery is delayed by more than three weeks from the due date of delivery.</p> <p>E. If the selected Bidder fails to complete the due performance of the contract in accordance with the agreed terms and conditions of contract, The Bank would provide 30 days' notice to rectify any breach/ unsatisfactory progress.</p>
<b>E.11</b>	<b>No Legal Relationship</b>
	No binding legal relationship will exist between any of the Recipients / Respondents and Bank of Baroda until execution of a contractual agreement.
<b>E.12</b>	<b>Disqualification</b>
	Any form of canvassing/lobbying/influence/query regarding short listing status etc will be a disqualification.
<b>E.13</b>	<b>Transportation and Insurance</b>
	The cost of quoted shall include insurance and freight. However, the Bidder has the option to use transportation and insurance cover from any eligible source. Insurance cover shall be provided by the Bidder till the successful installation of the System. The Bidders, by submitting this offer, also assure and indemnify the Bank that the goods would be replaced at no cost to Bank in case insurance cover is not provided.
<b>E.14</b>	<b>Liquidated Damages</b>
	<ul style="list-style-type: none"> <li>➤ Bidder will have to pay liquidated damages (LD) to Bank of Baroda @ 1% of the contract value inclusive of all taxes, duties, levies etc., per week for late delivery <b>beyond due date of delivery</b>, to a maximum of 10% of the contract value. If delay exceeds three weeks from due date of delivery, Bank of Baroda reserves the right to cancel the entire order.</li> <li>➤ The same shall apply for delay in installation also, if the delay is caused owing to reasons attributable to the Bidder.</li> <li>➤ If the selected Bidder fails to complete the due performance of the contract in accordance with the specifications and conditions agreed during the final contract negotiation, the Bank reserves the right either to cancel the contract as a whole or to accept performance already made by the bidder and get the remaining Contract performed by another contractor. All expenses incurred by the Bank in calling fresh bids will be borne by the bidder subject to a maximum of 5 % of contract value as Liquidated Damages for non-performance.</li> </ul>
<b>E.15</b>	<b>Completion Period</b>
	The delivery of materials shall be completed in all respect within <b>10 weeks</b> from the date of Acceptance of work order. However, the installation, testing and commissioning work shall be carried out on weekends/non-working days/holidays only after taking due clearance from the Bank. Contractor to arrange team for installation, testing and commissioning as per the instruction/intimation of the Bank to take up installation work. The entire installation, testing & commissioning work shall be completed within a period of 8 weeks from the date of delivery of all materials at site.
<b>E.16</b>	<b>Limitation of Liability</b>
	Vendor's aggregate liability in connection with obligations undertaken as part of the RFP/TENDER regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the Total Contract Value of the Transaction. Bidder's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or third party claims or breach of confidentiality obligations, shall be unlimited. It is expressly agreed between the Parties that for any event giving rise to a claim, Bank shall have the right to make a claim (including claims for indemnification under the services provided/ product procured in this RFP/TENDER) against Bidder. Under no circumstances can there be multiple claims by any Party for the same event giving rise to liability. "Willful Misconduct" means any act or omission of a party which is willfully intended to harm the interests of the other party, provided however, that willful Misconduct does not include ordinary negligence,

	an error of judgment or mistake of a person. "Gross Negligence" means an indifference to, and a blatant violation of a legal duty with respect to the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a Gross negligence.
<b>E.17</b>	<b>Force Majeure</b>
	Should either party be prevented from performing any of its obligations under this proposal by reason of any cause beyond its reasonable control like riots, civil commotion, war, lightning ,earthquake, flood, fire, strike etc. then the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives prompt notice to the other of any such factors or inability to perform, resumes performance as soon as such factors disappear or are circumvented.
<b>E.18</b>	<b>Arbitration</b>
	In the event of a dispute or difference of any nature whatsoever between Bank and the Bidder during the course of the assignment arising as a result of this proposal, the same will be settled through the process of arbitration conducted by Sole Arbitrator appointed by Bank. The place of arbitral proceedings shall be at Mumbai. The provisions of Indian Arbitration Act & Conciliation Act 1996 with the revisions thereof shall apply to the arbitration proceeding.
<b>E.19</b>	<b>Indemnity</b>
	The Bidder shall indemnify and keep indemnified, protect and save the Bank against all claims, losses, damages, costs, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. by the Bidder. The Bidder shall always remain liable to the Bank for any losses suffered by the Bank due to any technical error and negligence or fault on the part of the Bidder. The bidder shall execute an indemnity in favour of Bank on adequate non judicial paper as per Bank's satisfaction.
<b>E.20</b>	<b>Risk and Title</b>
	The bidder/agency cannot be absolved of the responsibility of ensuring the normal functioning of the equipment supplied and installed by them. They will continue to maintain the equipment during warranty period. The proposed shall be of latest specification.
<b>E.21</b>	<b>No Commitment to Accept Lowest or Any Tender</b>
	The Bank shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and condition of the RFP/TENDER. The Bank will not be obliged to meet and have discussions with any bidder and/or to listen to any representations.
<b>E.22</b>	<b>Subcontracting</b>
	The vendor will not subcontract or permit anyone other than the company personnel to perform any of the work, services or other performance required of the company under this Agreement without the prior written consent of the Bank.
<b>E.23</b>	<b>Patent Rights</b>
	In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods or any part thereof in India, the Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees. The Bank will give notice to the Vendor of such claim, if it is made, without delay. The Vendor shall indemnify the Bank against all third party claims.
<b>E.24</b>	<b>Change Orders</b>
	The Bank may, at any time, by a written order given to the Vendor, make changes within the general scope of the Contract for place of delivery and vendor has to accept without any extra cost to Bank.
<b>E.25</b>	<b>Contract Amendments</b>
	No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by both the parties.

<b>E.26</b>	<b>Termination for Default</b>
	<p>The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Vendor, may terminate the Contract in whole or in part:</p> <p>(a) If the Vendor fails to deliver any or all of the Products and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;</p> <p><b>Or</b></p> <p>(b) If the Vendor fails to perform any other obligation(s) under the Contract. In the event the Bank terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the Vendor shall be liable to the Bank for any excess costs for such similar Products or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.</p>
<b>E.27</b>	<b>Termination for Insolvency</b>
	<p>Bank may, at any time, terminate the Contract by giving written notice to the Vendor if the Vendor becomes Bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.</p>
<b>E.28</b>	<b>Termination for Convenience</b>
	<p>Bank, by written notice of one month sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.</p>
<b>E.29</b>	<b>Governing Language</b>
	<p>The governing language shall be English.</p>
<b>E.30</b>	<b>Defect Liability Period</b>
	<p><b>Defect Liability Period shall be 12 months on the Air Handling units and related accessories.</b></p> <p>The Contractor shall make good at his own cost and to the satisfaction of the Bank's engineer, all defects or other faults and all damages, loss and expenses consequent thereon or incidental thereto, and such damage, loss and expenses shall be recoverable from the contractor by the Employer or may be deducted by the Employer from any money due or that becomes due to the Contractor.</p> <ul style="list-style-type: none"> <li>➤ In these conditions, the expression "Period of Defects Liability" shall mean the period of Defects Liability as above, calculated from the date of completion of the Works/completion of acceptance test (Virtual Completion Certificate) issued by the consultant/Bank. On-site comprehensive warranty: The warranty would be on-site and comprehensive in nature. The vendor will warrant all the materials against defects arising out of faulty design, materials and workmanship etc. for a period of 12 months from the date of acceptance of the air handling units/HVAC system. The vendor will provide support for all the materials during the defect liability period. Defective part shall be replaced by the vendor at his own cost, including the cost of transport etc.</li> <li>➤ The Vendor shall in addition comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Vendor, these guarantees are not attained in whole or in part the Vendor shall make such changes, modifications and / or additions to the Products or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.</li> <li>➤ Down time of machine will be defined as reduction / loss of rated performance of the machine. In the event of the equipment not being repaired or a workable solution not provided during defect liability period, a penalty of one (1) percent of the total contract value for each week or part thereof the delay, subject to maximum amount of ten (10) percent of the total consideration will be charged to vendor. Vendor may provide temporary equivalent replacement as a workable solution to avoid the above penalty. Any penalty due during the defect liability period will be adjusted against the payments made for bills/invoices provided by the vendor.</li> <li>➤ Bank shall promptly notify the Vendor in writing of any claims arising under this period. Upon receipt of such notice the Vendor shall with all reasonable speed, repair or replace the defective products or part thereof without cost to the Bank.</li> </ul>

	<ul style="list-style-type: none"> <li>➤ During defect liability Period, Vendor guarantees an Uptime of minimum 99 % on monthly basis for the AHUs and its related accessories.</li> <li>➤ Vendor shall repair or replace worn out or defective parts and all consumables at no extra cost to the Bank.</li> <li>➤ It is expected that critical and hot swappable spares are stored and available at the Bidder's office/local factory storage.</li> <li>➤ In case equipment/part is taken away for repairs, the Bidder shall provide a standby equipment, so that the Bank's office operation is not affected.</li> <li>➤ Bidder to pre-inspect the location of the AHUs for installation in the office area and accordingly vendor should arrange to install the AHUs with necessary spares and fittings as per the requirement of site.</li> </ul>
<b>E.31</b>	<b>Preventive Maintenance Services</b>
	The Vendor shall provide free preventive maintenance services on quarterly basis during the period of warranty and detailed report of the same will be submitted to the Bank. Professionally qualified personnel who have expertise in the unit supplied by the vendor will provide these services.
<b>E.32</b>	<b>Training</b>
	Vendor is required to train officers of the Bank to use the system at each location. The training should be comprehensive and adequate enough to enable the Bank's technical and end-user personnel to effectively operate and perform administration of the total system.
<b>E.33</b>	<b>Supply, Installation, Testing, Commissioning &amp; Acceptance</b>
	<p>Commissioning of the Air Handling Units will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms &amp; Conditions of this RFP/TENDER and completion of User Acceptance Test and training.</p> <p><b>During the period of contract up to completion of defect liability period, any engineering changes/up-gradations applicable to the Air Handling units shall be communicated to the Bank by the Bidder within a period of one month from the date of release.</b></p> <p>All tools, tackles, testing instruments, consumables, vehicles, etc., as required during all operations such as transport, installation, testing, commissioning maintenance during defect liability period etc., shall be provided by the Bidder at no cost.</p>
<b>E.34</b>	<b>Delivery and Installation Address</b>
	<p><b>The equipment(s) shall be delivered within 10 weeks from the date of purchase order.</b> Bidder will be responsible for ensuring proper packing, delivery and receipt of all the components related at the Location. Sealed packs shall be opened in the presence of Bank officials.</p> <p>The complete sets of manuals shall be delivered together with the system.</p> <p>Any component which has not been delivered or is not operational after delivery, will be deemed/treated as non-delivery thereby excluding the Bank from all payment obligations under the terms of this contract. Partial delivery of products is not acceptable and payment would be released as per terms only after full delivery and installation.</p> <p>Bidder shall be excused of delay in case the installation could not be completed due to non-readiness of site, which shall be determined by Bank. Decision of Bank in this regard shall be final and binding.</p> <p><b>Locations for Delivery, Installation and Replacement of existing Air Handling Units is given below:</b></p> <p><b>Bank of Baroda Baroda Corporate Centre C-26, G-Block, Bandra Kurla Complex, Bandra-E, Mumbai-400051.</b></p>
<b>E.35</b>	<b>Manual and Escalation Matrix</b>
	Vendor shall supply technical / systems Manuals for all the units/parts supplied and all required accessories. Operation and maintenance Manuals for all the systems and applications covering the operations needed to start, run, other operations to be provided by the Vendor. The manuals shall be in English. <b>Bidders also have to submit detailed Escalation Matrix.</b>

<b>E.36</b>	<b>User Acceptance Test</b>
	<ul style="list-style-type: none"> <li>➤ Acceptance/performance test will be performed after completion of installation and commissioning of all the Air Handling Units. Complete materials as specified in the tender must have been supplied, installed and integrated with existing HVAC/Chiller Plant of the Bank properly by the Bidder prior to acceptance of the same.</li> <li>➤ The acceptance test will be conducted by the bank or their consultant or other such persons nominated by Bank at its option as per the acceptance criteria as decided by the Bank/Consultant. The Bidder will be responsible for setting up and running the acceptance test without any extra cost to the Bank.</li> <li>➤ In the event of failing to pass the acceptance test, a period not exceeding One week will be given to rectify the defects and clear the acceptance test, failing which the Bank reserves the right to get the corresponding component replaced by the Bidder at no extra cost to the bank or to cancel the order and recall all the payment made by the bank to the bidder.</li> <li>➤ Bank's right to inspect, test and, where necessary, reject the goods after the good's arrival at destination shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the Bank or its representative prior to the shipment of the goods.</li> <li>➤ Successful conduct and conclusion of the acceptance test for the installed components shall also be the sole responsibility and at the cost of the Bidder.</li> </ul> <p><b>Acceptance Certificate</b> On successful completion of acceptability test, receipt of deliverables etc. for the equipment and after the bank is satisfied with the working on the system, the acceptance certificate signed by the Bidder and the representative of the Bank will be issued. The date on which such certificate is signed shall be deemed to be date of acceptance of the system/virtual completion and the defect liability period of the units start from the date.</p>
<b>E.37</b>	<b>Buyback of Old Air Handling units</b>
	<p>The bidder shall take back old Air Handling units along with all its accessories only upon successful installation &amp; integration of the respective new Air handling unit with the Bank's HAVC plant.</p> <p>Logistic and packaging arrangements for moving the old Air Handling units shall be in bidder's scope.</p> <p>If the old Air Handling units are disposed by the vendor, they should ensure that all e-waste are disposed/ reused as per latest government guidelines (e-waste Management rules issued by Ministry of Environment, Forest and Climate Change or Ministry of Electronics &amp; Information Technology, Government of India). The buyback of old units shall be AS IS WHERE IS AND AS THEY STAND BASIS.</p>
<b>E.38</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>• Bidders are required to give comments/compliance against each clause and sub clause on the following technical specifications. 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 fixtures/equipments, it is mandatory for the manufacturer to ensure compliance with International / National standards (IS) (wherever applicable) in their offer.</li> <li>• <b>Bidders must offer and quote for all the items and accessories which are considered essential for the installation and commissioning of the Air Handling units.</b></li> </ul>
<b>E.39</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</p>



	<p>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 format for agreement shall be provided and approved by Bank.</p>
<b>E.40</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 as required by the Bank) during the course of assignment.</p>
<b>E.41</b>	<b>Professionalism</b>
	<p>The selected Bidder should adhere to standards prescribed by laws, issued by various regulatory, statutory and Government authorities.</p>
<b>E.42</b>	<b>Skill Professional</b>
	<p>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.</p>
<b>E.43</b>	<p>In case of any default in services as mentioned in the tender, the bidder shall be blacklisted and the information may be shared with other authorities.</p>
<b>E.44</b>	<p>All necessary permit/license, permission from public authorities etc., if required, for the completion of work, has to be arranged by the contractor.</p>
<b>E.45</b>	<p>The performance guarantee of the successful Bidder will be forfeited if he fails to comply with any of the conditions of the Contract.</p>
<b>E.46</b>	<p>The format for SLA, PBG and Integrity Pact shall be shared with the identified L1 bidder.</p>
<b>E.47</b>	<b>Tenderer to Visit Site &amp; Sufficiency of Tender</b>
	<p>Each Tenderer must, before submitting his tender, visit the site of works so as to ascertain the physical site conditions and prices, availability and quality of materials according to Specifications before submitting the bid.</p> <p>The Contractor shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his tender as to the form and nature of the site, the quantities and nature of access to the site, the accommodation he may require and in general, shall himself obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect his tender.</p> <p>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 rates and prices quoted in the Schedule of work/items/quantities or in Bills of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for proper completion and maintenance of the works.</p> <p>No extra charges consequent on any misunderstanding or otherwise shall be allowed.</p>
<b>E.48</b>	<b>Submission of Drawings</b>
	<p>In addition to hard copy of as built drawings, the contractor shall also supply soft copies of these drawings in AutoCAD – 2012 OR latest version format similarly the maintenance manual etc. shall also be supplied in soft form with suitable indexing format for easy retrieval and reference.</p> <p>Technical Data of relevant items shall be furnished as required.</p>

	In the case of any class of work for which there is no Specifications mentioned, the same shall be carried out in accordance with the Indian Standard Specifications subject to the approval of the Architect/Consultant.
<b>E.49</b>	<b>Extent of Contract</b>
	Items executed shall be complete in all respect with accessories, fittings as required though they may not have been specifically mentioned in the technical specification. All similar standard components/parts of similar items shall be inter-changeable.
<b>E.50</b>	<b>Materials &amp; Works</b>
	<p>For all supplies, the names of manufacturers/brands have to be as per approved makes provided by the Consultant or Bank/in the tender. All materials will be of tested quality and as per relevant Indian Standards</p> <p>If the Bank supplies any materials, the Contractor must satisfy himself that the same conform to the Specifications. If the Contractor has any complaint, about the said materials, or the quality thereof the Contractor before using the said materials inform in writing all their objections to the Bank. Should the Contractor fail to do so, he will be deemed to have satisfied himself as to the quality and the suitability of the said materials for being used in the Contract works and the Contractor will be in the same position as if the Contractor himself had purchased the said materials.</p> <p>All materials and workmanship shall, be of the respective kinds specified in the Schedule of Quantities and /or specifications and in accordance with the Consultants instructions and / or any test of all materials, which the contract provides for, and Consultant may require. Further, the contractor shall upon the request of Consultant/Bank furnish him 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 the test of any materials which the Consultant may require.</p> <p>If the Contractor contends that any of the materials, goods or workmanship.</p>
<b>E.51</b>	<b>Extra items / Deviations</b>
	<p>The Contractor shall not commence work in respect of any extra items/deviations without obtaining the approval of the Consultant/Bank in writing. The Contractor shall immediately submit the rate analysis for such item, with necessary details to support the rate quoted. The rate shall then be settled by the Consultant/Bank and necessary certificate based on this shall be given to Bank while incorporating the item in the Interim Bills.</p> <p>Claims for extra/deviated items shall be submitted in the as per specimen copies of Performa included in this tender document that indicate authority/order for such items.</p> <p>Quantities in this tender are subject to any variation by way of addition, reduction or deletions of the items or quantities. No compensation whatsoever will be paid for such variations.</p> <p>Should it be found from measurements taken in accordance with the clause on "Measurement of works" that any of the quantities or amounts of works thus ascertained are less or greater than the amounts specified for the works in the priced schedule of quantities and/or that any variation is made from the tender schedule of items by operating Additional items called "Extra Items" or "Substi - tute Items" in substitute on of some tendered items, the rate and valuation thereof, of such items unless previously or otherwise agreed upon, shall be made in accordance with the following rules: -</p> <p>a) The net rate or prices in the original Tender shall determine the valuation of the extra quantities where extra quantities for any item are of similar character and executed under similar conditions as the work priced therein. In other words variation in quantities shall be measured and paid at quoted price only.</p> <p>b) The net rate or prices in the original Tender shall determine the rate for the items altered, provided if omissions / additions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under (b) hereof.</p> <p>c) For extra items/Substitute items where the description of items is different from that of any tendered item, the following method shall hold good.</p> <p>d) Where the extra item works are not of similar character and/or executed under condition</p>

	<p>as aforesaid or where the omissions vary, the conditions under which any remaining items of works are carried out or if the amount of any omission or additions relative to the amount or the whole of the Contract works or to be any part thereof shall be such that in the opinion of the Bank/Consultant the net rate or price contained in the priced Schedule of Quantities or tender or for any item of the works involves loss or expenses beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Bank/Consultant shall fix such other rate or price as in the circumstances he shall think reasonable and proper on the basis of actual rate analysis cost of work involved.</p> <p>The measurement and valuation in respect of the Contractor shall be completed within the "period of Final Measurement" or within three months of the completion of the Contract works as defined under Clause For "Certificate of Virtual Completion".</p> <p>The Contractor shall submit the claims for Deviated items and Extra items as per Performa annexed hereto.</p>
<b>E.52</b>	<b>Measurement of Works</b>
	<p>The Bank/Consultant shall from time to time intimate the Contractor that he requires the works to be measured and the Contractor shall forthwith attend or send a qualified agent to assist the Consultant's representative in taking such measurements and calculations and to furnish all particulars or give all assistance required by either of them.</p> <p>Should the Contractor omit to attend or neglect or omit to send such agent, then the measurements taken by the Bank/Consultant or approved by him shall be taken to be the correct measurements. The works shall be measured according to the mode of measurements specified in the Contract documents and, where no mode is specified, as per the latest edition of relevant I.S. Codes.</p> <p>A certain percentage of measurements will be checked/test checked by the Bank as the case may be for each trade, and for this the contractor has to render all necessary assistance and co-operation. The Contractor or his Agent may at the time of measurement take such notes and measurements as he may require. All authorized extra works; omissions and all variations made without the Banks/Consultant's knowledge, but if subsequently sanctioned by the Bank in writing, shall be included in such measurements.</p> <p>The mode of measurement for this contract shall be on item rate basis and shall include all quantities specified in the Schedule of Quantities of this tender/ contract. It shall be further deemed that all variations and deviations if specifically agreed to in writing shall also form part of this tender/ contract and shall be subject to measurements. All payments released to the Contractor shall be subject to verification of quantities on the basis of mode of measurements herein stated.</p> <p>If the mode of measurement for any or all item is not specified in the contract, latest relevant IS. Code will prevail. The Contractor shall give due notice to the Bank/ Consultant in writing whenever any work is to be concealed or made inaccessible, in order that the work may be inspected and correct measurements are recorded before such concealment, in default whereof the same shall be at the option of the Architect/Consultant/ Bank to either open up for measurement at the Contractor's expense or no allowance shall be made for such work.</p>
<b>E.53</b>	<b>Project Management</b>
	<p>The Tenderer shall, along with his bid/within acceptance of the bid, submit a schedule for completion of work, either in the form of a CPM Net Work or in the form of a bar chart, showing how he proposes to complete the works. This program shall be prepared in sufficient detail and shall indicate, among other things, the following details on a month-to-month basis (for each month).</p> <ol style="list-style-type: none"> <li>Quantum of work under each major item of work that would be carried out.</li> <li>Amount of resources that would be deployed (e.g. materials, skilled/unskilled labour, equipment etc.)</li> <li>Schedule of delivery of materials to site.</li> <li>Approximate value of work contemplated to be completed each month.</li> <li>Various milestones to be achieved.</li> </ol> <p>This program suitably amended after discussions with the Bank/Consultant shall become binding on the Contractor. However, during the execution of the project, should it become</p>

	<p>necessary, in the opinion of the Bank/Consultant to reschedule some of the activities, the Contractor shall do so at no extra cost and/or without any other claim.</p> <p>Acceptance of a bidder's tender does not necessarily imply acceptance of the schedule submitted and the Bank/Consultant reserve the right to modify/amend this schedule to suit the overall project schedule which will be binding on the Contractor at no extra cost to the Bank.</p>
<b>E.54</b>	<b>Commencement of Work</b>
	Work shall be commenced within 1 week of receipt of Work Order.
<b>E.55</b>	<b>Work at Night</b>
	<p>If the Contractor is required to work at night in order to complete the work within the Time Schedule, the Contractor shall provide and maintain at his own cost sufficient lights to enable the work to proceed satisfactorily without danger. Approaches to the site also shall be sufficiently lighted by the Contractor. No extra payments will be made for night work. Prior intimation and approval should also be taken from Bank/Consultant.</p>
<b>E.56</b>	<b>Site Management</b>
	<p>The Contractor shall provide everything necessary for the proper execution of the works according to the true intent and meaning of the Drawings, Specifications and Schedule of Quantities taken together whether the same may or may not be particularly shown or described therein, provided that the same can reasonably be inferred wherefrom and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Specifications and Schedule of Quantities he shall immediately refer the same in writing to the Bank/Consultant, who shall decide which shall be followed, and his decision shall be final and binding on all parties.</p> <p>The Bank shall not charge the Contractor for his own un-rented ground but shall on no account be responsible for the expenses incurred by the Contractor for hired ground.</p> <p>The Contractor shall provide and maintain all measuring and testing instruments at all times for properly carrying out the work and for the use of the Consultant /Bank, including providing skilled attendants as required.</p> <p>The Contractor shall supply, fix and maintain at his cost during the execution of any works, all the necessary equipment, materials and lighting required by night and as well as by day for proper execution of work. The contractor shall take down and remove any or all such unwanted waste materials, debris etc. as occasion shall require or when ordered to do so, and shall fully reinstate and make good all matters and things described during the execution of the works, to the satisfaction of the Consultant/ Bank. The Contractor shall be allotted space / existing rooms on site subject to availability. The Contractor shall make his own arrangements to enclose, secure and guard the space allotted to him. Wherever there may be materials, which are likely to deteriorate by the action of the sun, rain or other elements, all such materials, tools etc shall be duly protected by the Tenderer from damage by weather or any other cause. All such stores and yards shall be cleared away and ground left in good and proper order, on completion of this Contract unless otherwise expressly mentioned herein.</p> <p>The Contractor shall not be allowed to put up any hutment/temporary structure of accommodating his labour/staff. He shall be required to make these arrangements elsewhere at his own cost. However, if the rules of local authorities so permit and subject to the contractor arranging for such permission, some space at site which will not come in the way of the permanent construction, temporary construction facilities and offices may be provided to the contractor at the discretion of the Bank for essential/core staff engaged on emergency or essential services round the clock work with proper sanitary facilities.</p> <p>The Contractor shall clear site of works as per the instructions of the Bank/Consultant. The site of works shall be cleared of all men, materials, sheds, etc. belonging to the Contractor. The site shall be delivered in a clean and neat condition as required by the Bank/Consultant within a period of one week after the job is completed. In case of failure by the Contractor, the Bank under advice of the Bank/Consultant will have the right to get the site cleared at the risk and cost of the Contractor to the satisfaction of the Bank/Consultant.</p> <p>The Contractor shall be required to maintain the site and the building areas in a neat and clean condition at all times to the satisfaction of the Bank/Consultant. Debris to be removed</p>

	every 2 days. The Contractor shall also be required to keep all access roads to the site and within the site free from all obstructions, material droppings etc. to the satisfaction of the Consultant and local authorities.
<b>E.57</b>	<b>Staff Management</b>
	<p>The Contractor shall furnish the Bank the following:</p> <p>a) Detailed industrial statistics regarding the labour employed by him, etc.</p> <p>b) The power of Attorney, name and signature of his authorized representative who will be in charge for the execution of the work.</p> <p>c) A list of technically qualified persons Employed by him for the execution of the work.</p> <p>d) The total quantity and quality of materials used for the work.</p> <p>The Contractor shall on the request of the Architect/Consultant/ Bank immediately dismiss from the works any person employed thereon who may, in the opinion of the Architect/Consultant, be unsuitable or incompetent or who may misconduct himself and such person shall not again be employed or allowed on the works without the permission of the Architect/Consultant/ Bank.</p> <p>The Bank reserves the right to use the premises and any portion of the site for the execution of any work not included in this Contract which he may desire to have carried out by other persons, and the Contractor has to allow all reasonable facilities for the execution of such work, but is not required to provide any plant or material for the execution of such work, except by special arrangement with the Bank. Such work shall be carried out in such a manner as not to impede the progress of the works included in the Contract, and the contractor shall not be responsible for any damage or delay which may happen to or be occasioned by such work.</p> <p>The Contractor shall appoint a Senior Engineer to the satisfaction of the Consultant/Bank. The Consultant/Bank shall be entitled to approve or disapprove without assigning reasons the appointment of such Engineer proposed by the Contractor. This condition shall be reckoned as being the essence of the contract and its breach shall make the Contract revocable at the option of the Bank. The Senior Engineer shall be assisted by a number of other Engineers and Supervisors in the respective disciplines as required for the smooth and satisfactory execution of the work, if required. The Engineer so appointed shall be available at all times when required by Consultant/Bank to attend all site/office meetings to discuss all aspects of the Contract including design, administration, planning, fabrication, installation, commissioning, testing and defects liability maintenance as well as site co-ordination with all contractors/Agencies.</p>
<b>E.58</b>	<b>Safety Management</b>
	<p>The Contractor shall be responsible for the safety of persons employed by him on the works and shall report serious accidents to any of them, however and wherever occurring on the works, to the Consultant and Bank who shall make every arrangement to render all possible assistance. This shall be without prejudice to the responsibility of the Contractor under the Insurance Clause of the General Conditions.</p> <p>Explosives shall not be used on the works by the contractor without the written permission of the Architect/Consultant and then only in the manner and to the extent to which He has prescribed. When explosives are used, the same shall be stored in a special magazine to be provided by and at the cost of the contractor, who shall be liable for all damages, loss or injury for noncompliance with all the statutory obligations.</p> <p>Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration work, which can be done safely from ladders. When a ladder is used, it shall be of rigid construction made either of good quality wood or steel. The steps shall have a minimum width of 450mm and a maximum rise of 300mm. Suitable hand holds of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal to 1 vertical). Scaffolding or staging more than 4 m. above the ground floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly</p>

	<p>bolted, braced or otherwise secured, at least 1m above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be fastened to prevent it from swaying from the building or structure. Working platforms, gangways and stairway shall be so constructed that they do not sag unduly or unequally and if the height of the platform, gangway or stairway is more than 4m. Above ground level or floor level, they shall be closely boarded and shall have adequate width and be suitably fenced as described in (ii) above. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 m. Wherever there are open excavations in ground, they shall be fenced off by suitable railing and danger signals installed at night so as to prevent persons slipping into excavations. Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. in length while the width between said rails in rung ladder shall in no case be less than 290mm for ladder up to and including 3 m. in length. For longer ladders this width shall be increased at least 20mm. for each additional meter of length. A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer obtained prior to construction. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use.</p> <p><b>OTHER SAFETY MEASURES:</b> All personnel of the Contractor working within the site shall be provided with safety helmets. All welders shall wear welding goggles while doing welding work and all metal workers shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. All necessary personnel safety equipment as considered adequate by the Engineer should be kept available for the use of the persons employed on the site and maintained in a condition suitable for immediate use, and the Contractor should take adequate steps to ensure proper use of equipment by those concerned. Workers employed on mixing asphalt materials, cement and lime mortar shall be provided footwear and protective goggles. Those engaged in white washing and mixing or stacking of cement bags or any materials, which are injurious to the eyes, shall be provided with protective goggles. Those engaged in welding works shall be provided with welder's protective eyesight lids. Stonebreakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals. When workers are employed in sewers and manholes which are in use, the Contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. The Contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form.</p>
<b>E.59</b>	<b>Special Conditions of Contract</b>
	<p>Tenderers shall go through all documents before quoting rates and provide for necessary cost as may be included in either bill or material or specifications. Tenderers shall be given prices in blank column Entries in English made in ink. Arrive also at the grand total must also fill in all "rates only columns" and sign all corrections. Tender shall be invalid unless all rates are filled in. No arbitrary condition shall be submitted. Tenders shall be signed by all the legal partners of the firm. Each of the tender documents shall be signed by the Tenderer. The Tenderer whose tender is accepted shall be bound to enter in to the contract within 7 days of intimation from Bank. Work shall be done night and day without extra charge, if necessary. Tenderer shall provide for stacking of materials in such a way as to facilitate rapid checking of quantities. Materials supplied by owner shall be used only in owner's work. Contractors shall pay any local charges relating to execution of work. Contractor shall allow for all wastages in the rates. Contractor shall arrange for all temporary connections. No extras shall be paid, quantity sheets and drawings both are to be considered jointly and Bank/Consultant is the final authority for the interpretation. Site instruction shall be deemed for proper execution, and shall be carried out without extra charge. Order book with numbered pages</p>

	shall be kept on site. Contractor shall carry out all instructions properly. Contractors shall insure whole work against fire, PICT and third party.
<b>E.60</b>	<b>Scope of Work</b>
	<p>The contract comprises of the supply, installation, testing &amp; commissioning works of AHU and allied accessories and dismantling &amp; buy back of old AHUs , provision of all labour, materials, constructional plant, temporary works and everything whether of a temporary or permanent nature required in and for such construction, completion and maintenance. The rates quoted shall be inclusive of all such factors. Price escalation shall not be entertained in any circumstances.</p> <p>The Contractor shall carry out and complete the works in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Consultant/Bank. The Consultant may in his absolute discretion and from time to time issue further drawings and/or written instructions, details, directions and explanations, which are hereafter collectively referred to as “instructions”. These instructions shall be reflected either in the minutes or in any other form when Bank’s approval/ consent is obtained in regard to: -</p> <ul style="list-style-type: none"> <li>• The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.</li> <li>• Any discrepancy in or divergence between the Drawings or between the Schedule of quantities and/or Drawings and/or specifications.</li> <li>• The removal from the site of any materials brought thereon by the Contractor and the substitutions of any other materials thereof.</li> <li>• The removal and/or re-execution of any works executed by the Contractor.</li> <li>• The postponement of any work to be executed under the provisions of this Contract.</li> <li>• The dismissal from the works of any person employed there upon.</li> <li>• The opening up for inspection of any work covered up.</li> <li>• The amending and making good of any defects.</li> <li>• Co-ordination of work with other agencies appointed by the Bank for due fulfilment of the total work.</li> <li>• The Bank shall have a right to delete any item of work from the scope of contract and contractor shall not make any extra claim on this account.</li> <li>• The Contractor shall forthwith comply with and duly execute any work contained in Consultants instructions whether oral or written, It is provided that verbal instructions, directions and explanations given to the Contractor or his representative upon the works by the Bank/Consultant shall, if involving a variation, be confirmed in writing by the Contractor within 5 days and if not dissented from in writing within a further 10 days by the Bank/Consultant, such shall be deemed to be the Consultant's instructions within the scope of the contract.</li> <li>• If Compliance with the Consultant's instructions involves any variation, the Bank shall pay the Contractor on the Consultant's certificate the price of the said work (As an extra to be valued by the Consultant as hereinafter provided).</li> <li>• If the Contractor fails to comply with the Consultant's instructions within a fortnight after the receipt of written notice from the Consultant requiring compliance with such instructions, the Bank through the Consultant may employ some other agency to execute any work whatsoever which may be necessary to give effect to such instructions.</li> <li>• For the purpose of entering day-to-day instructions by the Consultant, the Contractor shall maintain at his own cost, a “Site Instruction Book” in quadruplicate in which the instructions shall be entered by Bank/Consultant.</li> <li>• ‘Instruction’ to the Contractor shall be generally issued through Consultant. However Bank may issue instructions directly, if deemed fit.</li> </ul>
<b>E.61</b>	<b>Contractor’s Liability and Insurance</b>
	a) From commencement to completion of works, the Contractor shall take full responsibility for the care of the work and for taking precautions to prevent loss or damage to the work to the maximum extent possible and shall be liable for any damage or loss that may arise to the works or any part thereof from any cause whatsoever including causes of fire, lightning,

explosion, fire, earthquake, storm, hurricane, floods, inundation, subsidence, landslides, rock slides, riots (excluding civil war, rebellion, revolution and insurrection) or any latent defect or damage and shall at his own cost repair and make good the same so that at all times the work shall be in good order and condition and in conformity in every respect with the requirements of the Contract.

Explanation: For the purpose of this condition, the expression "from commencement to completion of works" shall mean the period starting with the date of issue of the work order or date of handing over of site whichever is later and ending with issue of Virtual completion Certificate. For the purpose of this Insurance clause only, handing over of site shall also include any handing over of space to the Contractor for the purpose of storage of materials and equipment.

b) Without limiting the obligations and responsibilities under this condition, the Contractor shall insure and keep insured the works from commencement to completion, as aforesaid, as increased by 25% of the contract value against the risk of loss or damage from any cause whatsoever including the causes enumerated in the foregoing Clause (a). In the event of there being a variation in the nature and extent of the works, the Contractor shall from time to time increase or decrease the value of the insurance correspondingly. All the premium for the insurance shall be borne and paid by the Contractor. The said insurance shall also provide cover for the removal of debris of the lost or damaged works. The said insurance shall be in the joint names of the Bank and the Contractor, Bank's name being mentioned first in the policies and the Contractor shall deposit with the Bank the said policy or Policies before commencing the work. All money payable by the insurer under such Policy/Policies shall be recovered by the Bank only and may be paid to the Contractor or any other agency of Bank's choice in the instalments for the purpose of rebuilding or replacing or repairing the works and/or goods destroyed or damaged as the case may be.

c) The Contractor shall at all times indemnify and keep indemnified the Bank against all losses, claims, damages or compensation including under the provisions of the payment of the Wages Act 1936, Minimum Wages Act 1948, Bank's Liability Act 1938, Workman's Compensation Act 1923, the Maternity Benefit Act 1961, the Bombay Shops and Establishments Act 1947, Industrial Disputes Act 1947, and Contract Labour (Regulation and Abolition) Act 1970 and Employees State Insurance Act 1948, Motor Vehicles Act 1988 or any modifications thereof or under any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other person in or about the work whether in the employment of the Bank or Contractor or not, and also against all costs, charges and expenses of any suit, action or proceedings whatsoever out of such accident or injury or combination of any such claims.

d) Before commencing the work, the Contractor shall without limiting his obligations and responsibilities under this condition, insure against any loss of life or injury to any personnel in the employment of Contractor/sub-Contractor/nominated Sub-Contractor. For this purpose, insurance shall be taken by the Contractor /Sub-Contractor. Such insurance shall be taken to include employees/ workmen covered by the Workman's Compensation Act 1923, as well as those employees /workmen not covered by the said Act. Separate insurance policies may be taken for employees/work men covered by Workman's Compensation Act 1923, and employees/workmen not covered by the said Act. All the premium shall be paid by the Contractor. Policy/Policies taken under this paragraph for the personnel in employment with the Contractor/Sub-Contractor may be in their Bank's names of the Contractor/Sub-Contractor/nominated Sub-Contractors. In the event of any loss or injury to personnel in employment with the Contractor/Subcontractor/nominated Sub-Contractors, the Employee and Contractor shall recover directly from the Insurance Company and ensure that payment of the same is made to the affected parties including the Bank. The policy in original shall be deposited with the Bank. However, if the Policy obtained by the Contractor is not project-specific but covers several works, a certified copy of the Policy shall be submitted to the Bank, together with original which shall be returned after verification.

e) The Contractor shall at all times indemnify and keep indemnified the Bank against all losses and claims for injuries or damage to any person or any property whatsoever which



may arise out of or in consequence of the construction and maintenance of the work and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. Before commencing the execution of the works, the Contractor shall without in any way limiting his obligations and liabilities under this condition, insure at his cost and expense against any damage or loss or injury which may be caused to any person or property including the Employee or servants of the Bank and the Consultants and their property by or in the course of the execution of the works. Such insurance to be known as the Third Party Insurance shall be in a sum equivalent to two percent of the estimated value of the work, subject to the minimum sum of Rupees four Lac. The Insurance policy to be so obtained by the Contractor shall be deposited by the Contractor with the Bank within seven days of its issue by the insurer.

f) The Contractor shall provide the Bank with documentary evidence from time to time, that he has taken all the insurance policies mentioned in the foregoing paragraphs and that he has paid the necessary premium for keeping the policies valid till the works are completed and handed over to Bank.

g) The Contractor shall ensure that similar insurance policies are taken out by his sub Contractors or nominated Contractors, if any. The Contractor shall be responsible to the Bank or to any other person for any claim or loss resulting from the failure of the Sub-contractors or nominated Sub-Contractors to obtain such insurance policy. While taking the insurance policies, Contractor should indicate clearly to the insurance companies that policies issued should cover their Sub-Contractors and nominated Sub-Contractors also.

h) If the Contractor and/or his sub-Contractor or nominated Sub Contractor, if any, shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract, then in any such case, the Bank may, without being bound to effect and keep in force any such insurance policy and pay such Premium, as may be necessary for that purpose from time to time and deduct the amount so paid by the Bank from any money due or becoming due to the Contractor recover the same as a debt due from the Contractor.

i) All Insurance Policies shall be obtained from nationalized Insurance Companies only.

j) Without prejudice to any of its obligations and responsibilities under this condition, the Contractor shall, within 30 days from the date of the Work Order and thereafter at the end of each quarter submit a report to the Bank in Performa 'C' annexed hereto the detailed information on the Insurance Policies as prescribed in the said Performa together with relevant documentary evidence.

k) No work shall be commenced by the Contractor unless and until he has obtained the insurance or insurance required to be obtained by him under or by the foregoing clauses and no work shall be carried out or continued by the Contractor unless and until such insurance is current and valid at that time. All the receipts in original along with two photocopies thereof, for the payment of the premium shall be furnished by the Contractor to the Bank. The original receipts will be returned to the Contractor after verification. The Bank reserves the right for payment for works done subject to fulfilment of this condition and shall instruct the Architect/Consultant accordingly.

l) In the event of any claim for insurance becoming due on account of any eventuality covered by the respective insurance policy/policies, the Contractor shall reinstate the installation, replace the materials or equipment's or pays compensations to the affected personnel/ Employees or their legal heirs without waiting for settlement of the claim from insurance company.

m) If the Contractor shall not perform and observe any of the duties and obligations devolving upon him hereunder, and such omission or breach by the Contractor shall involve the Bank in any liability tortuous or otherwise and/or loss or damage, the Bank shall be entitled to the restitution of such loss or damage and shall be entitled to recover the amount of restitution

	<p>from any moneys due to the Contractor from the Bank under this Contract or any other Contract.</p> <p>n) Upon taking possession of the works under the Contract, the Bank shall take out parallel insurance, to insure all persons who are not the Contractor's or the Sub-Contractor's or the nominated Sub-Contractors or the Project Management Consultant's staff or the agent of the Banks authorized representatives on getting the occupation certificate, the Bank will maintain their own insurance Policy and the Contractors will cease to be responsible for the insurance of Bank's personnel.</p> <p>o) The Contractor shall ensure the validity of the insurance Policies. The Contractors shall hand over the insurance policies to the Bank through the Architect/Consultant. Once delays are certified by the Architect/Consultant, he shall have to ensure that the insurance Policies are progressively extended.</p> <p>p) The Banks' insurance Policy shall cover the risk for Banks' agents, Consultants, Architect/Consultants etc. appointed by the Bank.</p> <p>q) The Bank shall insure the building in totality on obtaining possession of the building and other structures. Insurance in respect of damages to persons &amp; property</p> <p>1. The contractor shall be responsible for all injury to persons, Neighbouring Properties, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated Sub-contractor's employees, whether such injury damage arise from carelessness, accident or any other cause whatever in any way connected with the carrying out of this contract. This clause shall be held to include inter alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, foot-paths, bridges or ways as well as all damage caused to the building and works forming the subject of this contract, by frost or other inclemency or whether. The Contractor shall indemnify the Bank from any such injury or damage to persons or property as aforesaid and also in any award of compensation or damages consequent upon such claims.</p>
<b>E.62</b>	<b>Date of Completion</b>
	<p>The entire work shall be completed in all respects including testing within the period stipulated in the Tender document /work order.</p> <p>Time is the essence of the Contract. The work shall not be considered as complete until the Bank/Consultant has certified virtual completion in writing. The defects liability period shall commence from the date of such certificate. During the period of Contract, the Contractor shall maintain progress on the basis of the programme initially agreed to by Bank /Consultant and later updated from time to time in consultation with Bank/ Consultant to suit the overall project schedule and prevailing site conditions.</p>
<b>E.63</b>	<b>Delay and Extension of Time</b>
	<p>a) If in the opinion of the Bank, the works be delayed</p> <p>i) By force majeure or</p> <p>ii) By reason of any exceptionally inclement weather or</p> <p>iii) By reason of proceedings taken or threatened by the dispute with adjoining or neighbouring Banks or public authorities arising otherwise than through the Contractor's own default or</p> <p>iv) By the works or delays of other Contractors or tradesmen engaged or nominated by the Bank or the Bank/Consultant or</p> <p>v) By reason of the Bank/Consultant's instructions or,</p> <p>vi) By reason of civil commotion, legal combination of strike or lock-out affecting any of the building traders or in consequence of the Contractor not having received in due time necessary instructions from the Bank/Consultant for which he shall have specifically applied in writing, ahead of time, giving the Consultant reasonable time to prepare such instructions, the Bank shall make a fair and reasonable extension of time for completion of the Contract works.</p> <p>In case of such strike or lock-out, the Contractor shall, as soon as may be, given written notice</p>

	<p>thereof to the Bank/Consultant, 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/Consultant to proceed with the work.</p> <p>b) The Contractor shall proactively take all practicable steps to avoid or reduce any delay in the execution and completion of the works arising out of</p> <p>i) Force Majeure ii) Exceptionally inclement weather iii) Loss and damage by fire and earthquake iv) Civil commotion, lockout, strike etc. v) Delay on the part of the nominated Sub-Contractor or nominated supplier. vi) Delay on the part of the other Contractors employed by the Bank.</p> <p><b>SUSPENSION OF WORKS:</b> The Architect/Consultant may in an extreme case and in prior consultation with the Bank suspend works if the quality or safety of the works are likely to be compromised due to heavy rains, natural calamities etc. The Bank/Consultant may grant such extension of time with the approval of the Bank as may be justified by such a delay in the works. The Contractor shall not be entitled to any compensation on account of such delay.</p>
<b>E.64</b>	<b>Performance</b>
	<p>a) The Contractor shall be fully and solely responsible for proper, safe and efficient design and performance of his equipment and installation, in conformity with drawings and parameters and specifications stipulated in the Contract documents.</p> <p>b) In case the Contractor finds that anything contained in drawings, specifications or given parameters will not ensure such performance and compliance with best trade practices and codes, rules and regulations laid down by Authorities, he shall bring such matters to the attention of the Architect/Consultant and shall follow their instructions.</p> <p>c) The contractor shall also guarantee that the performance of the various materials and items individually shall not be less than specified ratings when working under operating conditions given for the respective items.</p> <p><b>EXECUTION OF WORK:</b></p> <p>a) The whole of the work as described in the Contract (including the Schedule of Quantities, Preamble, the Specifications and all drawing pertaining thereto) and as advised by the Architect/Consultant from time to time is to be carried out and completed in all its parts to the entire satisfaction of the Architect/Consultant.</p> <p>b) Any minor details of manufacture, fabrication and installation which are obviously and fairly intended, or which may not have been definitely referred to in this Contract, but which are usual in sound interiors execution practice and essential to the work, are to be included in the Contract. Rates quoted in the Schedules shall be inclusive of all freights.</p>
<b>E.65</b>	<p>Following shall be deemed to be provided for in the quoted rates:</p> <p>i) Labour for constructing, fixing, finishing, carrying, cleaning, making good etc. ii) Framework, ladders, ropes, nails, spikes, tools, material and workmanlike protection from weather, temporary supports. iii) Covering for the works during inclement weather or strikes or whenever directed, as necessary. iv) All temporary canvass, lights, tarpaulin, barricades water-sheets etc. v) All such temporary weatherproof sheds at such places and in a manner approved by the Bank/Consultant for the storage and protection of materials against the effects of Sun or rain.</p>

	<p>vi) All minor civil works like breaking and making good of masonry walls to original condition for passage of cables, cable trays, etc. The rates shall be inclusive of carrying out the work at all floors of the building irrespective of height of building.</p> <p>vii) Provision of necessary frames (MS/wooden) for dressing up of wall/RCC openings and for installation of Fans etc. if instructed by Bank/Consultant. Drawings for framework to be got approved from Bank/Consultant.</p> <p>viii) The rate quoted by the Tenderer in the schedule of probable quantities will be deemed to be for the finished work inclusive of the cost of providing the above items.</p>
<b>E.66</b>	<b>Wages of Labour Employed by the Contractor:</b>
	<p>a) The Contractor shall pay all labour employed by him at rates fixed by him at the commencement of the Contract as per the Labour Laws. Wages as applicable for the construction work as per norms stipulated by the local authorities, under whose jurisdiction the site falls, or any other statutory body or authority of the concerned State or Government of India shall be followed by the contractor. No violation of such statutory laws and rules shall be permissible. This will also include the minimum and the maximum allowable wages for various categories of labour to be employed by the contractor.</p> <p>b) All wages shall be paid in full and without any deduction whatsoever at the approved rates and for full time actually worked during the wage period. Officers of Bank/Consultant or an Officer of the Bank as may be authorised in that behalf, shall have power to exercise supervision over the labour employed by the Contractor, and for such other purpose any of these officers may inspect the wage books, muster books and other labour records of the Contractor. In the event of the report of such Officer's showing that the proper rates of wages are not being paid, or that in any manner whatsoever the dealings between the Contractor and his labours, the contractor shall clear all dues as payable to the labours.</p> <p>c) Labours are not satisfactory, the Consultant/Bank shall pass such orders upon the report as he considers desirable, and those orders shall be binding to the Contractor. The contractor shall indemnify and keep indemnified the Consultant and / or the Bank against any claim arising from failure of the Contractor to comply with such labour laws.</p> <p>d) The contractor shall register with Assistant Labour Commissioner (Central) as contractor approved by the Bank.</p>
<b>E.67</b>	<b>Indian Standards Code:</b>
	<p>The relevant I.S. Code of practice shall be the latest version with its amendments/revisions. The Contractor shall keep and maintain copies of the latest editions of relevant I.S. Codes at the work site and make it available to Bank/Consultant when required.</p>
<b>E.68</b>	<b>Technical Audit</b>
	<p>a) The work is liable to be technically audited by the Chief Technical Examiner of the Central Vigilance Commission Government of India from time to time. Any defects, improvements or testing etc. pointed out by the Chief Technical Examiner should be carried out by the Contractor at his own cost and any deduction suggested by the CTE will be effected.</p> <p>b) The Bank shall have a right to cause a technical examination and audit of works and final bills of the contractor including all supporting vouchers, abstract, etc. to be made at the time of payment of the bill. If as a result of this examination or otherwise any sum is found to have been overpaid in respect of any work done by the contractor under the contract, the contractor shall be liable to return the amount of over payment and it will be lawful for the Bank to recover the same from any sum or sums due to him and in any other manner legally permissible and if it is found that the Contractor was paid less than what was due to him under the contract in respect of any work, executed by him under the contract, the amount of such under payment shall be duly paid by the Bank.</p>
<b>E.69</b>	<b>Rates to be in figures and words:</b>
	<p>The Tenderer should quote in English both in figures as well as in words the rates and amounts tendered by him in the Schedule of Rates for each item and in such a way that Interpolation is not possible. The amount for each item should be worked out and entered and requisite totals given of all items both in figures and in words. The tendered amount for the work shall be entered in the tender and duly signed by the Tenderer.</p>

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**SECTION F**  
**TECHNICAL SPECIFICATIONS**

**Attached separately**

## ANNEXURE G

### COMPLIANCE

Bidders have to agree only the following terms & conditions.

Sr.	Description	Bidders Response
<b>G.1</b>	We confirm that we will abide by all terms and conditions mentioned in this RFP/TENDER Document.	Agree only
<b>G.2</b>	We confirm that we will abide by all the changes made in corrigendum/addendum.	Agree only
<b>G.3</b>	We confirm that we will abide by all the new clauses added in the corrigendum/addendum.	Agree only
<b>G.4</b>	We confirm that we have uploaded and attached electronically all the relevant documents required as per the provisions of the RFP/TENDER Document.	Agree only
<b>G.5</b>	We confirm that the Technical Bid and the Commercial Bid are submitted by us as per the provisions mentioned in the RFP/TENDER Document.	Agree only
<b>G.6</b>	We have made a complete review and careful examination of the terms of the RFP/TENDER Document and we hereby unconditionally and irrevocably accept, agree and acknowledge the terms mentioned thereof.	Agree only
<b>G.7</b>	We hereby confirm that we satisfy the entire eligibility criterion and Requirements conditions to execute the job as and wherever prescribed in the RFP/TENDER Document.	Agree only
<b>G.8</b>	Bank reserves the right for any addition/deletion/alteration of quantities to be supplied before/after awarding the work without any compensation.	Agree only
<b>G.9</b>	Bank reserves the right to verify / evaluate the claims independently made by us in this RFP/TENDER Document.	Agree only
<b>G.10</b>	Bank reserve the right to reject any tender without assigning any reason whatsoever and also does not bind it to accept the lowest or any specific tender. At the sole discretion and determination of the Bank, the Bank may add or alter any other criteria for evaluating the proposals received in response to this RFP/TENDER. The decision of our Bank in this regard will be final & binding.	Agree only
<b>G.11</b>	We confirm that we have noted the contents of the RFP/TENDER and have ensured that there is no deviation in filing our response to the RFP/TENDER and that the Bank will have the right to disqualify us in case of any such deviations.	Agree only
<b>G.12</b>	We agree that the Bank is not bound to accept the lowest or any Bid that the Bank may receive.	Agree only
<b>G.13</b>	We confirm that rates quoted in Bill of Quantities includes cost of SITC of entire components/accessories at the site and buyback of old units that includes transportation, other kind of Taxes apart from GST and all other duties except levied by Govt. or any public bodies, including any work related to installation.	Agree only
<b>G.14</b>	We confirm that the price for all the components has been quoted along with 3 years warranty.	Agree only
<b>G.15</b>	We agree that onsite warranty for 3 years will be provided by us on the each item of BOQ.	Agree only

<b>G.16</b>	We agree that we have not been blacklisted by any PSU Bank / IBA/RBI during the last five years. Self-Certified letter duly signed on our letterhead is attached.	Agree only
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SECTION H

Bill of Quantities

ATTACHED SEPARATELY WITH PRICE BID



### Proforma 1

a) **LIST OF PROJECTS EXECUTED BY THE ORGANISATION DURING THE LAST 7 YEARS COSTING ₹ 64 LAKHS and ABOVE**

Sl no	Name of work/project with address	Name & full postal address of the owner. Specify whether Govt. undertaking along with name, address and contact numbers of -2- persons (Engineers & top officials of the organisation)	Contract amount in ₹ with copy of work order and completion certificate from project in-charge)	Starting date of Project	Date of Completion \of Project	Any other relevant information. If delayed, give reasons.	Enclose clients certificate for satisfactory completion	Nos of Floors
1	2	3	4	5	6	7	8	9

Notes:

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

**Proforma – 2**
**LIST OF IMPORTANT WORKS ON HAND COSTING ₹64 lacs OF PROJECT COST & ABOVE.**

Sr. No.	Name of work/project with address.	Name & full postal address of the owner. Specify whether Govt. under taking along with name, address and contact nos. of –2- persons (Engineers or top officials of the organization)	Contract Amount with copy of Work Order & completion certificate from project incharge.	Stipulated time of completion (Years)	Present status of the project	Any other relevant information.
1	2	3	4	5	6	7

**Notes:-**

- Information has to be filled up specifically in this format. Please do not write remark “As indicated in Brochure”.

Sign. & seal of the applicant

Proforma-3 Details of key personnel employed.

S.No.	Particulars	Name and Designation	Age	Qualification	Experience	Nature of works handled	Name of the Projects handled costing over ₹64 Lakhs & above	Date from which employed in your organization	Indicate details of experience for similar projects
1.									
2.									
3.									
4.									

**Proforma-4**

**List of Major office Equipment/ infrastructure in possession of the firm**

S.No.	Name of office equipment	No.	Utilization	Any other information if any
1				
2				
3				
4				
5				
6				

Sign. & seal of the applicant