



REGIONAL OFFICE –MYSURU

**# Y, NAGEETHA COMMERCIAL COMPLEX
17TH MAIN 15TH CROSS SOUTH EAST CORNER, TONACHI KOPPAL, 2ND STAGE,
SARASWATHIPURAM MYSORE, KARNATAKA 570023**

RFP FOR INTERIORS/FURNISHING OF RO MYSORE AT MYSORE

(PART I: TECHNICAL BID)

Date of Pre Bid Meeting at Bank of Baroda Regional Office, #73, Madvesh complex,
Shalivahana Road, Nazarbad, Mysore: 19.03.2020

Last Date and Time for submission of Technical & Indicative Price Bid: 23.03.2020

Date and Time of Opening of Technical Bid: 24.03.2020

Date of Reverse auction: Will be informed later.

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Articles of Agreement
Declaration (Blacklisted/Debarred)
Pre-Contract INTEGRITY PACT duly signed in stamp paper of Rs 200/-

Sl.No.	CHECK LIST
The 1 st cover or envelope should contain following details:	
1	Work order & Completion certificate on similar works executed as stated in the Pre qualification criteria of point no 2
2	CA certificate & Audited balance sheet on average annual financial turnover as stated in the Pre qualification criteria of point no. 1
3	No Tender fee
4	DD of Rs.75,000/- towards EMD (Refundable)
5	Pre-Contract INTEGRITY PACT duly signed in stamp paper of Rs 200/-
The 2 nd sealed cover or envelope should contain only duly signed INDICATIVE PRICE BID	

NOTICE INVITING TENDER

Bank of Baroda, RO, Mysuru Region invites sealed & super scribed tenders from eligible contractors under two bid systems (Technical & Price Bid) for Furnishing of Regional Office Mysore, #Y, Nageetha commercial complex, 17th main 15th cross south east corner no: Tonachi koppal, 2nd stage, Saraswathipuram Mysore, Karnataka- 570 023

1. Tender Documents can be downloaded from our website: www.bankofbaroda.co.in . Further, Tender documents can be collected from the office of #73, Madvesh complex, Shalivahana Road, Nazarbad, Mysore -570 010, on any working day between 10:00 AM to 4.00 PM.
2. Last Date and Time for Receipt of Technical & Indicative Price Bid : 23.03.2020 at 4.00PM
3. Date and Time of Opening of Technical Bid: 24.03.2020 at 11.00AM
4. In the event of the date/s mentioned above being declared subsequently as holiday/s for the Purchaser's Office, the due date for meeting, submission and opening of bids will be the next working day at the same venue and time.
5. Addendums/Amendments issued if any to this NIT / Tender Documents shall be part of this NIT / Tender Documents and shall be published in our website specified above. It is Bidders responsibility to keep themselves updated on any such Addendums /Amendments issued, if any.
6. Date and Time of Reverse Auction: Will be intimated later
7. In the event of the date/s mentioned above being declared subsequently as holiday/s for the Purchaser's Office, the due date for meeting, submission and opening of bids will be the next working day at the same venue and time.
8. In order to provide reasonable time to the Prospective Bidders to take necessary action in preparing their Tenders / Bids as per the Addendums / Amendments, Bank may, at its discretion extend the deadline for the submission of Tenders / Bids and other allied time frames, which are linked with that deadline.
9. Earnest Money Deposit: An amount of Rs.75, 000/- by DD drawn in favor of "Bank of Baroda" payable at Mysore, towards EMD should be enclosed along with the Technical Bid only. Tenders without EMD shall be liable for **rejection**. No interest shall be payable on EMD.
10. Tender fee (Nonrefundable): An amount of Rs.5000/- by DD drawn in favor of "Bank of Baroda" payable at Bangalore towards the fee of Tender Form should be enclosed along with the Technical Bid only.
11. Firms registered with NSIC (National Small Industries Corporation) are exempted from submission of tender fee & EMD amount. A copy of Valid NSIC certificate is to be submitted for the same.
12. Technical Bids received without enclosure of EMD will be summarily rejected. Please note that Bank will not be responsible for any delay in submission of Tender.
13. Acceptance / Rejection of the Tender is entirely at the discretion of the bank.
14. Tenders received after the deadline for submission will not be considered.
15. Unsealed tenders received are liable for rejection.

DEPUTY GENERAL MANAGER

Bank of Baroda
RO: Mysuru

PRE-QUALIFICATION CRITERIA

1. The average annual financial turnover of the bidder should be at least Rs.22.38 lakhs during the last 3 years, ending 31st March 2019. (A CA certificate to be enclosed).
2. The bidder should have successfully completed similar works during the last 7 years (i.e. prior to 31/03/2019) in Govt./Public Sector Undertakings including Banks/reputed private sector/multinational companies/institutions
 1. One work costing a **minimum of 59 lakh (80%)**
OR
 2. **Two works each costing 37 lakh and above (50%)**
OR
 3. **Three works each costing 30 lakh and above (40%)**

NOTE: Similar works includes Civil, interior furnishing, electrical, Data cabling & Air conditioning

Document proof to be submitted:

1. Copies of Work orders (2) Completion Certificates (self attested) issued from the respective Organizations to be submitted related to the similar works executed during the relative period stated above (3) CA Certificate (4) Balance sheet schedule for last 3 consecutive Financial year.

Conditions:

1. Bank has the discretion to increase/decrease the duration of days.
2. Any party or its associated company if had been in the holiday list / Black-listed by any Central / State Government agencies or any Central / State PSU company and such name appears in the list of the above mentioned central / state Government agencies or central / state PSU as on date is disqualified and would not be considered. A self declared certificate to be submitted as per the pro-forma enclosed to the Technical bid that the vendor is not black listed by above mentioned Agencies.
3. Tender fee and EMD details are as follows:

Work	Tender fee in the form of DD (₹)	EMD in form of DD (₹)	Estimated cost of the project
RFP FOR INTERIORS / FURNISHING OF REGIONAL OFFICE MYSORE ANT MYSORE	5000	75,000/-	Rs.74,61,058 lakh

“Note: The tenders which are not enclosed with the specified amount of EMD in the form of DD will be summarily rejected. (Cheques will not be accepted)”

INSTRUCTION TO BIDDERS:

1. The bidders should in their own interest visit the site & familiarize themselves with the site conditions before quoting.
2. No materials shall be issued by the Bank for the execution of the work.
3. Submission & processing of tenders.
 - i) The tender is in two parts, part I containing the Technical bid & part II containing the indicative price bid.
 - ii) Tender documents shall be issued against application accompanied with earnest money in prescribed format to only the prequalified firms as mentioned in the prequalification criteria.
 - iii) Complete tender documents including both part I & part II duly signed by the bidders should be submitted in separate sealed covers super scribed as "Technical bid" & "Indicative Price bid" by the due date. Rates shall be indicated /filled only in Indicative price bid part contained in the indicative price bid envelope. Prices should not be filled up in the indicative price bid part contained in the technical bid, however the bidder should write "**Quoted**" in the price bid part of technical bid. The abstract of cost shall also be filled up & placed in the 2nd envelope containing the indicative price bid. Bidders shall fill up their indicative rates only in the indicative price bid and not in any other manner.
 - iv) Bidders are advised not to deviate from the stipulated technical specifications, commercial terms & conditions like terms of payment, warranty, arbitration, escalation clause etc. In case it is unavoidable, Bidders are advised to list out the deviations in a separate sheet and enclose the same in envelope no.1 containing the Technical bid.
 - v) Part I i.e. Technical bid only will be opened on the due date & time in the presence of bidders /their authorized representatives.
 - vi) Scrutiny /evaluation of the technical bids will be done by the Bank in consultation with the consultant or any other agency as deemed necessary. In case it is found that the technical bid is not in line with the stipulated specifications, requirements and/or contains many deviations, the Bank reserves the right to reject the technical bid of such firm without making any reference to the bidder. The indicative Price bid of only those who qualified in the technical bid will be opened and Indicative price bids of those who do not qualify technical bid will not be opened
 - vii) Necessary clarifications required by the Bank shall have to be furnished by the bidder within the stipulated time, failing which his bid may be rejected without making any further reference.
 - viii) Part II i.e. the indicative price bid of qualified bidders will be opened in the presence of tender committee. The L1 bidder shall be selected based on reverse auction process conducted by an Auction company authorized by the Bank.
 - ix) Bank however reserves the right to accept/reject any tender or call for fresh tenders as the case may be without assigning any reason whatsoever.
 - x) The Bank reserves the right to reject any or all proposals. Similarly, it reserves the right NOT to include any Bidder in the final short-list, if found or otherwise proved to have furnished wrong details / documents, at any point of time.

4. Reverse Auction & Commercial Evaluation.

E-Procurement rules for Reverse Auction

The Bidder is required to submit the indicative price excluding all taxes in a separate sealed cover envelope. Any Bidder, whose technical bid has not been found acceptable, will be entitled to take back the unopened envelope containing indicative price. For the purpose of arriving at Start Bid price the Bank will take into cognizance the indicative rates offered by the Technically Qualified Bidders in which process the Bidder will not be involved. There would however be no compulsion on the part of the Bank to accept the indicative prices as Bench Mark for determining the Start Bid price and the Bank may at its discretion use any other process / methodology to determine the Start Bid Price without having to disclose the basis to the Bidders.

- a) A reverse auction event will be carried out by an agency appointed by the Bank, among the Technically Qualified Bidders, for providing opportunities to the Bidders to bid dynamically. At the end of reverse auction process, the lowest bidder (L1) in reverse auction process will be identified.
- b) In case the lowest bidder fails to honor their commitment given during reverse auction event, action as deemed fit shall be taken.

Reverse Auction Event Information

The short listed Bidders after the technical evaluation stage will participate in the reverse auction conducted by an agency appointed by the Bank.

Date for Reverse Auction training: Will be informed after Technical Evaluation of bids.

Date and time of reverse auction: Will be informed after Technical Evaluation of bids.

TERMS & CONDITIONS OF REVERSE AUCTION:

1. TRAINING: An agency appointed by the Bank will conduct adequate training to the technically qualified Bidders on the bidding process. The Bidder has to participate in the training at their own cost.
2. LOG IN NAME & PASSWORD: Each technically qualified Bidder will be assigned a Unique User Name and Password by the Agency appointed by the Bank. The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from the agency appointed by the Bank. All bids made from the Login ID given to the Bidder will be deemed to have been made by the Bidder.
3. BIDS PLACED BY BIDDER: The bid of the Bidder will be taken to be an offer to sell. Bids once made by the Bidder cannot be cancelled. The Bidder is bound to sell the material as mentioned above at the price that they bid.
4. LOWEST BID OF BIDDER: In case the Bidder submits more than one bid, the lowest bid will be considered as the Bidder's final offer to sell.
5. AUCTION TYPE: The Bidders will be able to view the rank of different bidders. The bidder will not be able to view the current lowest price on the portal.
6. VISIBILITY TO BIDDER : The Bidder shall be able to view the following on his screen along with the necessary fields”

- Rank of other Bidders
 - Bank of the Bidder
7. MASKED NAMES: The original names of the Bidders shall be masked in the Reverse Auction and they will be given dummy names. After the completion of the Reverse Auction event, the agency appointed by the Bank shall submit the Report to Bank Of Baroda with the original names displayed.
8. GENERAL TERMS & CONDITIONS : Bidders are required to read the “Terms and Conditions” section of the auctions site (of the agency concerned, using the Login IDs and passwords given to them)

OTHER TERMS & CONDITIONS: The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other Bidders.

- The Bidder shall not divulge either his Bids or any other inclusive details of Bank of Baroda to any other party.
- Bank of Baroda’s decision on award of Contract shall be final and binding on all the Bidders.
- Bank of Baroda can decide to extend, reschedule or cancel any Auction. Any changes made by Bank Of Baroda after the first posting will have to be accepted if the bidder continues to access the site after that time.
- Bank of Baroda and the agency shall not have any liability to Bidders for any interruption of delay in access to the site irrespective of the cause.
- Bank of Baroda and the agency are *not* responsible for any damages, including damages that result from, but are not limited to negligence. The agency will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

All the Bidders are required to submit the Reverse auction process compliance Form after the training program duly signed to Bank of Baroda. After the receipt of the Agreement Form, Log in ID & Password shall be allotted to the Technically Qualified Bidders.

Auction Format	ENGLISH REVERSE NO TIES AUCTION There is only 1 Bidder at a particular position/ rank, which means 1 L1, 1 L2 & so on. The criteria followed here is of Price only. So, the Bidder who quotes the lowest Price is declared as the winner of the Auction. A bidder here can revise his bids. The revised price should be lower than the L1 price at that point of time.
Bidding Process and Timeline	Should complete the following steps” Participate in the training program for bidding by the agency appointed by the Bank You should be prepared with competitive price quotes on the date of the bidding event. Participate in the online bidding event.
Start bid price	Start bid price is the upper/ceiling price of the contract value fixed by Bank Of Baroda for the reverse auction event. Bidders can bid only lower than the start bid price. Start bid price shall be available to the Bidders during the start of the auction on the auction site.
Bid Decrement	Bid Decrement is the fixed amount by which, or by multiples of which, the next bid value can be decreased. Bid Decrement shall be available to the bidders during the start of the auction on the auction site.
Bid Price in reverse auction	Kindly mention the bid price basis i.e. the price quoted in the reverse Auction shall be lump sum exclusive of all taxes.
Auto Bids	Auto Bid function shall be disabled during the e-procurement auction
Auction Duration	The auction will be of 1 hour duration. <i>In case there is a bid by any bixdef within 5 minutes of the last quote</i> , the auction will be extended by another 5 minutes. Such extension will be allowed to continue till no quote is placed within 5 minutes of the last quote or 30 min whichever is lower. In any event the auction process deems to have

	concluded by 90 minutes from the start of the auction. Auto-bid feature will be disabled from the start time of bidding. This feature will be explained during training.
Price Bid evaluation and award of purchase order	At the end of reverse auction process, L1 of Reverse Auction will be identified. Bank Of Baroda reserves the right to reject any or all the bids without assigning any reason whatsoever.

vii. The Bank reserves the right to reject any or all proposals. Similarly, it reserves the right NOT to include any Bidder in the final short-list, if found or otherwise proved to have furnished wrong details / documents, at any point of time.

4. Earnest Money Deposit: Bidders have to deposit the specified amount of EMD as detailed in the notice-inviting tender at the time of submission of tender. The EMD of unsuccessful bidders will be refunded without any interest soon after the decision to award the work to successful bidder.

5. Earnest Money of the successful bidders will be retained as part of security deposit and will be returned 14 days after the end of defect liability period. EMD will be forfeited, if the bidder fails to start the work within the period of 14 days from the date of award of work and fail to execute an agreement.

7. Initial Security Deposit: Successful bidder whose tender is accepted is required to pay initial security deposit equal to 2% of the accepted value of the tender (inclusive of EMD) within 14 days of date of award of work by way of DD in favour of Bank Of Baroda payable at Bangalore. The security deposit will be refunded 14 days after the end of defects liability period.

8. Total Security deposit shall comprise of:

- i. Earnest Money Deposit
- ii. Initial Security Deposit
- iii. Retention money

9. Validity: The L1 price shall remain valid for period of 180 days from the date of finalizing L1. The bidders shall not be entitled during the period of validity without the consent in writing of the Bank to revoke or cancel tender or to vary the tender given or any terms thereof.

10. The successful bidder shall be required to execute an agreement in requisite stamp paper within 14 days from the date of award of work. In the event of failure to execute the agreement within the stipulated period, EMD amount will be forfeited.

11. Bank reserves the right to modify any of the pre-qualification criteria.

12. The evaluation of the tenders will be based on pre-qualification criteria and technical specifications detailed in the tender document, tenders of firm, which meet the pre-qualification criteria and technical specifications, will only be considered.

13. The successful bidder shall bear the expenditure towards stamps and related expenditure involved in registering of the contract.

14. The Bidder is expected to examine all Specifications, Instructions, and Terms & Conditions given in the Tender Documents. Failure to furnish all information required in the tender Documents or submission of a Bid not substantially responsive to the tender Documents in every respect will be at the Bidders risk and may result in rejection of the Bid.

15. Any clarification required will have to be obtained one week prior to the Date of opening of the Technical Bid. For any technical clarifications please feel free to contact our consultant M/s. ADVITH Architects Engineers Interior Designers, 37, 1st Cross, Chiranjeevi Layout,

Hebbal, Kempapura Road, Bangalore -560 024.

16. All the pages of the tender document shall be signed & stamped by authorized representatives of the Bidder.

17. The Bank reserves right to modify or relax the pre-qualification criteria as per the requirements.

Place:

Signature of bidder with seal

Date:

TENDER TERMS AND CONDITIONS

a	General Description:	Tender for Furnishing of Regional Office, Mysore at Mysore.
B	Earnest Money Deposit	75,000/- DD drawn in favour of Bank Of Baroda
b	Performance Guarantee (format approved by the Bank).	2% of the accepted value of the tender within 10 days of date of award of work, issued by any Public Sector Bank (other than Bank Of Baroda) favoring Bank Of Baroda for a valid period of 12 months and <u>claim of 90 days</u>
c	Date of commencement:	3 TH day from the date of award of work
d	Period of completion:	30 days from the date of award of work
e	Retention Money to be deducted from Bills	10% of each running bill shall be deducted and released on final payment & also 5% (inclusive of EMD) of final contract value will be deducted on final payment as retention money and the same will be released after 14 days from the date of expiry of defects liability period of 12 months.
f	Defects Liability Period	12 (Twelve) months from the date of completion.
g	Liquidated Damages	1% of the final value of the work per week subject to a ceiling of 15%
h	Interim bill	Value not less than 25% of the contract value in each bill.
i	Period of honoring the interim certificates:	Interim bill amount shall be honored within 15 days after receipt of the Architects certificate and checking by the concerned authority subject to the deduction of 10% of the bill.
j	Period of honoring the final bill:	15 days from the receipt of the Architects Certificate.
k	Statutory deductions	TDS and others IF ANY, will be deducted at the time of payment as per the prevailing terms
l	Mobilization Advance	Will Not be Considered
m	Validity of Tender	180 days from the date of finalizing

Place:

Signature of bidder with seal

Date:

GENERAL CONDITIONS OF TENDER:

1. Definitions:

In construing these conditions and the specifications, Schedule of Quantities and Contract Agreement, the following words, shall have the meanings herein assigned to them except where the subject of context other requires:

- a. 'Owner' or 'Bank' shall mean Bank Of Baroda with its office at of #73, Madvesh complex, Shalivahana Road, Nazarbad, Mysore -570 010 and shall include his/their heirs, legal representatives, assignees and successors.
- b. 'Contractors' or 'Bidder' shall means the person, or persons, firm or company *whose* tender has been accepted by the Bank and shall include his/their heirs and legal representatives and the permitted assigns.
- c. 'Consultant' (herein referred to as Consultants) shall mean the Electrical/Engineer/Architect Consultant appointed by Bank from its empanelled list to supervise the execution of the works.
- d. 'Banks Engineer' shall mean person employed by the Bank for the said work.
- e. 'Works' shall mean the works to be executed and recorded in accordance with the Contract and shall include all extra or additional altered or substituted works as required and recorded for the performance of the Contract
- f. 'Site' shall mean 'Bank Of Baroda, *where* the works are to be executed or carried out and other lands or places provided by the Bank for the purposes of the Contract.
- g. 'Project' shall mean entire work specified in the tender documents inclusive of extra items/ extra quantities (if any) executed during the contract period.
- h. 'Contract' shall mean the articles of agreement, the conditions of tender, specifications, schedule of quantities, drawings, duly signed by the owner and the contractor.
- i. 'Virtual Completion Certificate' shall mean the certificate issued by the Consultant/Owner to the Contractor after successful completion of the project.
- j. 'Contract Value' shall mean total value of quantities of items in the schedule of rates of the contract valued at the accepted rates at time of award of contract.

Price:

Price quoted should be firm without any escalation until the completion of the work. The rates quoted include the cost of transportation of material to the site and excluding all taxes and the fixing or placing in position for which the item of work is intended to be operated. The rates quoted by the Contractor shall be firm throughout the contract period and there shall be no upward revision of the rates quoted by the contractor for any reason whatsoever. No price variation will be allowed for any other reasons till the completion of the work.

2. Total Security Deposit

Total Security deposit comprise of: a) Earnest Money Deposit b) Retention Money

(a) Earnest Money Deposit:

The bidder shall furnish EMD mentioned in the form of Demand draft drawn in favor of Bank Of Baroda. No tender shall be considered unless the EMD is so deposited in the required form. No interest shall be paid on this EMD. The EMD of the unsuccessful bidder shall be refunded soon after the decision to award the contract is taken without interest. The EMD shall stand absolutely forfeited if the bidder revokes his tender at any time during the period when he is required to keep his tender open acceptance by the bank or after it is accepted by the bank the contractor fails to enter into a formal agreement or fails to submit the Performance Bank Guarantee as stipulated or fails to commence the work within the stipulated time.

(b) Retention Money

Besides the EMD as deposited by the contractor in the above said manner, the retention money shall be deducted at the rate of 10% from the each running bill and will be released on the final payment. Further the retention amount (inclusive of EMD) of 5% of the final contract value will be deducted and shall be refunded to the contractor without any interest within fourteen days after the end of defects liability period of 12 months provided the contractor has satisfactorily attended to all defects in accordance with the conditions of contract including site clearance. Defect liability period shall commence from the date of issue of Virtual Completion Certificate by the Architect/Consultant.

3. Language Errors, Omissions and Discrepancies

In case of errors, omissions and/or disagreement between written and scaled dimensions on the drawings or between the drawings and specifications etc, the following order shall apply.

- i. Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.
- ii. Between the written or shown description or dimensions in the drawings and the corresponding one in the specification the former shall be taken as correct.
- iii. Between written description of the item in the specifications and descriptions in bills of quantities of the same item, the latter shall be adopted.
- iv. In case of difference between rates written in figures and words, the rate in words shall prevail.
- v. Between the duplicate/subsequent copies of the tender, the original tender shall be taken as correct.

4. Scope of Work

Scope of works includes interior, electrical and AC works.

The contractor shall carry out, complete and maintain the said work in every respect strictly in accordance with this contract and with the directions of and to the satisfaction of the Bank to be communicated through the architect/consultant. The architect/consultant at the directions of the Bank from time to time issue further drawings and/or written instructions, details directions and explanations which are hereafter collectively referred to as Architect's/Consultant's instructions in regard to the variation or modification of the design, quality or quantity of work or the addition or omission or substitution of any work, any discrepancy in the drawings or between the BOQ and/or drawings and/or specifications, the removal from the site of any material brought thereon by the contractor and the substitution of any other materials thereof, the demolition, removal and/or re-execution of any work executed by him, the dismissal from the work of any person employed/engaged thereupon.

5. Letter of Acceptance

Within the validity period of the tender the Bank shall issue a letter of acceptance either directly or through the architect by registered post or otherwise depositing at the address of the contractor as given in the tender to enter into a Contract for the execution of the work as per the terms of the tender. The letter of acceptance shall constitute a binding contract between the bank and the contractor.

6. Contract Agreement

On receipt of intimation of the acceptance of tender from the Bank/Architect the successful bidder shall be bound to implement the contract and within five days thereof he shall sign an agreement in a non-judicial stamp paper of appropriate value.

7. Ownership of drawings

All drawings, specifications and copies thereof furnished by the Bank through its architect/consultants are the properties of the Bank. They are not to be used on other work.

8. Detailed drawings and instructions

The Bank through its architects/consultants shall furnish with reasonable promptness additional instructions by means of drawings or otherwise necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the contract documents, true developments thereof and reasonably inferable therefrom. The work shall be executed in conformity therewith and the contractor prepare a detailed programme schedule indicating therein the date of start and completion of various activities on receipt of the work order and submit the same to the bank through the Architect/Consultant.

9. Liquidated Damages

Time is the essence of the contract. If the contractor fails to complete the work and clear the site on or before the dates fixed for completion, then the contractor shall without prejudice be liable to pay liquidation damage (LD) at 1% of the contract value for every **week that the whole or the part** of work remains incomplete. However, the total amount of LD to be paid under this condition shall not exceed 15% of the contract value.

10. Materials, Appliances and Employees

Unless or otherwise specified the contractor shall provide and pay for all materials, labour, water, power, tools, equipment transportation and any other facilities that are required for the satisfactory execution and completion of the work. Unless or otherwise specified all materials shall be new and both workmanship and materials shall be best quality. The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him. Workman whose work or behavior is found to be unsatisfactory by the Bank/Architect/Consultant he shall be removed from the site immediately.

Water and Electricity;

Contractor will arrange water, electricity, and telephone connection at site at his own cost. In case, such services already exist at site, the contractor should bear the monthly charges regularly for using such services.

11. Permits, Laws and Regulations

Permits and licenses required for the execution of the work shall be obtained by the contractor at his own expenses. The contractor shall give notices and comply with the regulations, laws, and ordinances rules, applicable to the contractor. If the contractor observes any discrepancy between the drawings and specifications, he shall promptly notify the bank in writing under intimation of the Architect/Consultant. If the contractor performs any act which is against the law, rules and regulations he shall meet all the costs arising there from and shall indemnify the bank any legal actions arising there from.

12. Setting out Work

The contractor shall set out the work and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof and get it approved by the architect/consultant before proceeding with the work. If at any time any error in this respect shall appear during the progress of the works, irrespective of the fact that the layout had been approved by the architect/consultant the contractor shall be responsible for the same and shall at his own expenses rectify such error, if so, required to satisfaction of the bank.

13. Protection of works and property

The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the bank's properties from injury or loss arising in connection with contract. He shall make good any such damage, injury, loss due to his fault or negligence except which are due to causes beyond his control.

He shall take adequate care and steps for protection of the adjacent properties. The contractor shall take all precautions for safety and protection of his employees on the works and shall comply with all applicable provisions of Government and local bodies' safety laws and building codes to prevent accidents, or injuries to persons or property of about or adjacent to his place of work. The contractor shall take insurance covers as per clause 26 at his own cost. The policy may be taken in joint names of the contractors and the bank and the original policy may be lodged with the bank.

14. Inspection of Work

The Bank/Architect/Consultant or their representatives shall at all reasonable time have free access to the work site and/or to the workshop, factories or other places where materials are lying or from where they are obtained and the contractor shall give every facility to the Bank, Architect/Consultant and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by the Bank/Architect/Consultant except the representative of Public authorities shall be allowed on the work at any time. The proposed work either during its construction stage or its completion can also be inspected by the Chief Technical Examiner's organization a wing of Central Vigilance Commission.

15. Assignment and subletting

The whole of work included in the contract shall be executed by the contractor and he shall not directly entrust and engage or indirectly transfer assign or *subcontract* the contract or any part or share thereof or interest therein without the written consent of the bank through the architect and no *undertaking* shall relieve the contractor from the responsibility of the contractor from active superintendence of the work during its progress.

16. Quality of Materials, Workmanship & Test

(i) All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with Architect/Consultant instructions and shall be subject from time to time to such tests as the architect/consultant may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory. The contractor shall provide such assistance, instruments, machinery, labour and materials

(ii) Samples

The contractor without any extra charges shall supply all samples of adequate numbers, size, shades & pattern as per specifications. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site detailed literature/test certificate of the same shall be provided to the satisfaction of the Architect/consultant. Before submitting the sample/literature the contractor shall satisfy himself that the material/equipment for which he is submitting the samples/literature meet with the requirement of tender specification. Only when the samples are approved in writing by the architect/consultant the contractor shall proceed with the procurement and installation of the particular material/equipment. The approved samples shall be signed by the Architect/Consultant for identification and shall be kept on record at site office until the completion of the work for inspection/comparison at any time. The Architect/Consultant shall take reasonable time to approve the sample. Any delay that might occur in approving the samples

for reasons of its not meeting the specifications or other discrepancies inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials/equipments etc shall be to the account of the contractor.

(iii) Cost of tests

a) The cost of making any test shall be borne by the contractor if such test is intended by or provided for in the specifications or BOQ.

(iv) Cost of test not provided for

If any test is ordered by the Architect/Consultant, which is either:

(a) If so intended by or provided for or (in the cases above mentioned) is not so particularized or through so intended or provided for but ordered by the Architect/Consultant which is either to be carried out by an independent person at any place other than the site or the place of manufacture or fabrication of the materials tested or any Government/approved laboratory, then the cost of such test shall be borne by the contractor.

17. Obtaining Information related to execution of work

No claim by the contractor for additional payment shall be entertained which is consequent upon failure on his part to obtain correct information as to any matter affecting the execution of the work nor any misunderstanding or the obtaining incorrect information or the failure to obtain correct information relieve him from any risks or from the entire responsibility for the fulfillment of contract.

18. Contractor's superintendence

The contractor shall give necessary personal superintendence during the execution of the works and as long, thereafter, as the Architect/consultant may consider necessary until the expiry of the defects liability period, stated hereto.

19. Quantities

i) The bill of quantities (BOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurements. The rate quoted shall remain valid for variation of quantity against individual item to any extent subject to maximum variation of the contract value by 25%. The entire amount paid under Clause 21 hereof as well as amounts of prime cost and provisional sums, if any, shall be excluded.

ii) Variation exceeding 25% : The items of work executed in relation to variation exceeding 25% shall be paid on the basis of provisions of clause 22(e) hereof.

20. Works to be measured

The Architect/Consultant may from time to time intimate to the contractor that he required the work to be measured and the contractor shall forthwith attend or send a qualified representative to assist the Architect in taking such measurements and calculation and to furnish all particulars or to give all assistance required by any of them. Such measurements shall be taken in accordance with the Mode of measurements detailed in the specifications. The representative of the Architect/Consultant shall take joint measurements with the contractor's representative and the measurements shall be entered in the measurement book.

The contractor or his authorized representative shall sign all the pages of the measurement book in which the measurements have been recorded in token of his acceptance. Both representatives shall duly attest all the corrections. No over writings shall be made in the M book. In case if the contractor not attend or neglect or omit to depute his representative to take measurements then the measurements recorded by the representative of the Architect/consultant shall be final. All authorized extra work, omissions and all variations made shall be included in such measurements.

21. Variations:

No alteration, omission or variation ordered in writing by the Architect/Consultant shall vitiate the contract.

In case the Bank/Architect/Consultant thinks proper at any time during the progress of works to make any alteration in, or additions to or omission from the works or any alteration in the kind or quality of the materials to be used therein, the Architect/Consultant shall give notice thereof in writing to the contractor or shall confirm in writing within seven days of giving such oral instructions the contractor shall alter to, add to, or omit from as the case may be in accordance with such notice but the contractor shall not do any work extra to or make any alteration or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the Architect/Consultant and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Architect/Consultant and the same shall be added to or deducted from the contract value, as the case may be.

22. Valuation of Variations

No claim for an extra shall be allowed unless it shall have been executed under the authority of the Architect/Consultant with the concurrence of the Bank as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

a) i)The net rates or prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein. ii)Rates for all items, wherever possible should be derived out of the rates given in the priced BOQ.

b)The net prices of the original tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of works are carried out, otherwise the prices for the same shall be valued under sub clause (c) hereunder.

c)Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor shall within 7 days of the receipt of the letter of acceptance inform the Architect/Consultant of the rate which he intends to charge for such items of work, duly supported by analysis of the rate or rates claimed and the Architect/Consultant shall fix such rate or prices as in the circumstances in his opinion are reasonable and proper, based on the market rate.

d)Where extra work cannot be properly measured or valued the contractor shall be allowed day work prices at the net rates stated in the tender of the BOQ or, if not, so stated then in accordance with the local day work rates and wages for the district; provided that in either case, vouchers specifying the daily time (and if required by the Architect/Consultant) the workman's name and materials employed be delivered for verifications to the Architect/Consultant at or before the end of the week following that in which the work has been executed.

e)It is further clarified that for all such authorized extra items where rates cannot be derived from the tender, the contractor shall submit rates duly supported by rate analysis worked on the "market rate basis" for material, labour, hire/running charges of equipment and wastages etc plus 15% towards establishment charges, contractor's overheads and profit. Such items shall not be eligible for escalation.

23. Final Measurement

The measurement and valuation in respect of the contract shall be completed within one month of the virtual completion of the work.

24. Virtual Completion Certificate (VCC)

On successful completion of entire works covered by the contract to the full satisfaction of the Bank, the contractor shall ensure that the following works have been completed to the satisfaction of the bank.

a) Clear the site of all scaffolding, wiring, pipes, surplus materials, contractor's labor, equipment and machinery.

b) Demolish, dismantle and remove the contractor's site office, temporary works, structures including labour sheds/camps and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the contractor by the bank and not incorporated in the permanent works.

c)Remove all rubbish, debris etc from the site and the land allotted to the contractor by the bank and shall clear, level and dress, compact the site as required by the bank.

d)Shall put the bank in undisputed custody and possession of the site and all land allotted by the bank.

e) Shall hand over the work in a peaceful manner to the bank.

f)All defects/imperfections have been attended and rectified as pointed out by the bank to the full satisfaction of bank.

Upon the satisfactory fulfillment by the contractor as stated above, the contractor shall be entitled to apply to the Architect/Consultant for the certificate. If the Architect/Consultant is satisfied of the completion of the work, relative to which the completion certificate has been sought, the Architect/Consultant shall within fifteen (15) days of the receipt of the application for virtual completion certificate, issue a VCC in respect of the work for which the VCC has been applied.

This issuance of a VCC shall be without prejudice to the bank's rights and contractor's liabilities under the contract including the contractor's liability for defects liability period nor shall the issuance of VCC in respect of the works or work at any site be construed as a waiver of any right or claim of the Bank against the contractor in respect of works or work at the site and in respect of which the VCC has been issued.

25. Work by other agencies

The Bank/Architect/Consultant reserves the rights to use premises and any portion of the site for execution of any work not included in the scope of this contract which it may desire to have carried out by other persons simultaneously and the contractor shall not only allow but also extend reasonable facilities for the execution of such work. The contractor however shall not be 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 manners not to impede the progress of the works included in the contract.

26. Insurance of Works

26.1. Without limiting his obligations and responsibilities under the contract the contractor shall insure in the joint names of the bank and the contractor against all loss or damages from whatever cause arising other than the excepted risks, for which he is responsible under the terms of contract and in such a manner that the bank and contractor are covered for the period stipulated in clause 29 of GCC and are also covered during the period of maintenance for loss or damage arising from a cause, occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause.

a) The works for the time being executed to the estimated current Contract value thereof, or such additional sum as may be specified together with the materials for incorporation in the works at their replacement value.

b) The constructional plant and other things brought on to the site by the contractor to the replacement value of such constructional plant and other things.

c) Such insurance shall be effected with an insurer and in terms approved by the bank which approval shall not be unreasonably withheld and the contractor shall whenever required produce to the Architect/Consultant the policy of insurance and the receipts for payment of the current premiums.

26.2. Damage to persons and property

The contractor shall, except if and so far as the contract provides otherwise indemnify the bank against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation of damages for or with respect to: a) The permanent use or occupation of land by or any part thereof.

b) The right of Bank to execute the works or any part thereof, on, over, under, in or through any lands.

c) Injuries or damages to persons or properties which are unavoidable result of the execution or maintenance of the works in accordance with the contract.

d) Injuries or damage to persons or property resulting from any act or neglect of the Bank, their agents, employees or other contractors not being employed by the contractor or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the Bank, their employees, or agents or other employees, or agents or other contractors for the damage or injury.

26.3. Contractor to indemnify Bank

The contractor shall indemnify the bank against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision sub clause 26.2 of this clause.

26.4. Contractor's superintendence

The contractor shall fully indemnify and keep indemnified the bank against any action, claim, or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claim made under or action brought against bank in respect of such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expenses to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the bank if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Architect/Consultant in this behalf.

26.5. Third Party Insurance

26.5.1. Before commencing the execution of the work the contractor but without limiting his obligations and responsibilities under clause 25 of GCC shall insure against his liability for any material or physical damage, loss, or injury which may occur to any property including that of bank, or to any person, including any employee of the bank, by or arising out of the execution of the works or in the carrying out of the contract, otherwise than due to the matters referred to in the

provision to clause 27 thereof.

26.5.2. Minimum Amount of Third Party Insurance

Such insurance shall be effected with an insurer and in terms approved by the bank which approval shall not be reasonably withheld and for at least the amount stated below. The contractor shall, whenever required, produce to the Architect/Consultant the policy or policies of insurance cover and receipts for payment of the current premiums.

26.6. The minimum insurance cover for physical property, injury, and death is Rs.5.0 lakh per occurrence with the number of occurrences limited to four. After each occurrence contractor will pay additional premium necessary to make insurance valid for four occurrences always.

26.7. Accident or Injury to Workmen

26.7.1. The Bank shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or any subcontractor, save and except an accident or injury resulting from any act or default of the bank or their agents, or employees. The contractor shall indemnify and keep indemnified bank against all such damages and compensation, save and except as aforesaid and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

26.7.2. Insurance against accidents etc to workmen

The contractor shall insure against such liability with an insurer approved by the bank during the whole of the time any person employed by him on the works and shall, when required, produce to the architect/consultant such policy of insurance and receipt for payment of the current premium. Provided always that, in respect of any persons employed by any subcontractor the contractor's obligation to insure as aforesaid under this sub clause shall be satisfied if the subcontractor shall have insured against the liability in respect of such persons in such manner that bank is indemnified under the policy but the contractor shall require such subcontractor to produce to the Architect/Consultant when required such policy of insurance and the receipt for the payment of the current premium.

26.7.3. Remedy on Contractor's failure to insure

If the contractor fails to effect and keep in force the insurance referred to above or any other insurance which he may be required to effect under the terms of contract, then and in any such case the bank may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the bank as aforesaid and also deduct 15% of contract value from any amount due or which may become due to the contractor, or recover the same as debt from the contractor.

26.7.4. Without prejudice to the other rights of the Bank against contractors, in respect of such default, the Bank shall be entitled to deduct from any sums payable to the contractor the amount of any damages costs, charges, and other expenses paid by the bank and which are payable by the contractors under this clause. The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the monies received from the insurer in respect of such damage shall be paid to the contractor and the contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

27. Commencement of Works

The work should be started from 3rd day of issue of work order. In case, contractor fails to undertake the work at site within 7 days from the date of issue of work order, the Bank reserve the rights to entrust the work to any other contractor at its discretion and earnest money deposit of defaulter contractor will be forfeited.

28. Time for completion

Time is the essence of the contract and shall be strictly observed by the contractor. The entire work shall be completed within a period of 45 days per wing from the date of award of work. If required in the contract or as directed by the Architect/Consultant, the contractor shall complete certain portions of work before completion of the entire work. However the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

29. Extension of Time

If, in the opinion of the Architect/Consultant, the work be delayed for reasons beyond the control of the contractor, the Architect/Consultant may submit a recommendation to the bank to grant a fair and reasonable extension of time for completion of work as per the terms of contract. If the contractor needs an extension of time for the completion of work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion as stipulated in the contract, the contractor shall apply to the bank through the Architect/Consultant in writing at least 10 days before the

expiry of the scheduled time and while applying for extension of time he shall furnish the reasons in detail and his justification if any, for the delays. The architect/consultant shall submit their recommendations to the bank in the prescribed format for granting extension of time. While granting extension of time the contractor shall be informed the period extended time which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the bank the provision of liquidated damages as stated under clause 9 of GCC shall become applicable. Further contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

30. Rate of progress

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

31. Work during nights and holidays

Subject to any provision to the contrary contained in the contract no permanent work shall save as herein provided be carried on during the night or on holidays without the permission in writing of the Architect/Consultant, save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the work in which case the contractor shall immediately advise the Architect/Consultant. However the provision of the clause shall not be applicable in the case of any work which becomes essential to carry by rotary or double shifts in order to achieve the progress and quality of the part of the works being technically required and continued with the prior approval of the Architect/consultant at no extra cost to the bank.

All work at night after obtaining approval from competent authorities shall be carried out without unreasonable noise and disturbance.

Compensation for delay/ Liquidity Damages:

Time is the essence of the contract. If the contractor fails to complete the work and clear the site on or before the dates fixed for completion, then the contractor shall without prejudice be liable to pay liquidation damage (LD) at 1 % of the final value of the contract for every week that the whole or the part of work remains incomplete. However, the total amount of LD to be paid under this condition shall not exceed 15% of the final value of the contract.

32. No compensation for restrictions of work

If at any time after acceptance of the tender bank shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not require the whole or any part of the work to be carried out, the Architect/Consultant shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter.

The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work.

Provided that the contractor shall be paid the charges on the cartage only of materials actually and bona fide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment, curtailment of the work or any portion thereof and then taken back by the contractor, provided however that the Architect/Consultant shall have in such cases the option of taking over all or any such materials at their purchase price or a local current rate whichever is less.

In case of such stores having been issued from bank stores and returned by the contractor to stores, credit shall be given to him at the rates not exceeding those at which were originally issued to the contractor after taking into consideration and deduction for claims on account of any deterioration or damage while in the custody of the contractor and in this respect the decision of Architect/Consultant shall be final.

33. Suspension of work

i)The contractor shall, on receipt of the order in writing of the Architect/Consultant (whose decision shall be final and binding on the contractor) suspend the progress of works or any part thereof for such time and in such manner as Architect/ Consultant may consider necessary so as not cause any damage or injury to the work already done or endanger the safety thereof for any of following reasons.

- a) On account any default on the part of the contractor, or
- b) For proper execution of the works or part thereof for reasons other than the default of the contractor, or
- c) For safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Architect/Consultant.

ii) If the suspension is ordered for reasons (b) and (c) in sub Para (i) above :

The contractor shall be entitled to an extension of time equal to the period of every such suspension. No compensation whatsoever shall be paid on this account.

34. Action when the whole security deposit is forfeited

In any case in which under any clause or clauses of this contract, the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit the Architect/Consultant shall have the power to adopt any of the following course as they may deem best suited to the interest of the bank.

a) To rescind the contract of which rescission notice in writing to the contractor by the Architect/Consultant shall be conclusive evidence) and in which case the security deposit of the contractor shall be forfeited and be absolutely at the disposal of bank.

b) To employ labour paid by the bank and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and materials (the cost of such labour and materials as worked out by the Architect/ Consultant shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract the certificate of Architect/Consultant as to the value of work done shall be final and conclusive against the contractor.

c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess the certificates in writing of the Architects/ Consultant shall be final and conclusive) shall be borne by original contractor and may be deducted from any money due to him by bank under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof.

In the event of any of above courses being adopted by the bank the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any material or entered into any engagements or make any advances on account of, or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work thereto for actually performed under this contract, unless, and until the Architect/Consultant will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

35. Owner's Right to Terminate the Contract

If the contractor being an individual or a firm commit any 'Act of Insolvency' or shall be adjudged an insolvent or being an incorporated company shall have an order for compulsory winding up voluntarily or subject to the supervision of Government and of the Official Assignee of the liquidator in such acts of insolvency or winding up shall be unless within seven days after notice to him to do so, to show to the reasonable satisfaction of the Architect/Consultant that he is able to carry out and fulfill the contract, and to give security therefore if so required by the Architect/Consultant.

Or if the contractor (whether an individual firm or incorporated Company) shall suffer execution to be issued or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor.

Or shall assign or sublet this contract without the consent in writing of the bank through the Architect/Consultant or shall charge or encumber this contract or any payment due to which may become due to the contractor there under.

a) Has abandoned the contract; or

b) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the bank through the Architect/Consultant written notice to proceed, or

c) Has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the bank through the Architect/ Consultant that the said materials were condemned and rejected by the Architect/ Consultant under these conditions; or has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and

performed by the contractor for seven days after written notice shall have been given to the contractor to observe or perform the same or has to the detriment of good workmanship or in defiance of the bank's or Architect's/Consultant's instructions to the contrary subject any part of the contract. Then and in any of said cases the bank and or the Architect/Consultant, may not withstanding any previous waiver, after giving seven days notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the Bank or the Architect/Consultant or the obligation and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently had been executed by or on behalf of the contractor. And, further the bank through the Architect/Consultant, their agents or employees may enter upon and take possession of the work and all plants, tools, scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads, use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractors or persons to complete the work and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the Bank or the Architect/Consultant shall give a notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within 14 days after receipt thereof by him the bank sell the same by public auction after due publication and shall adjust the amount realized by such auction. The contractor shall have no right to question any of the act of the bank incidental to the sale of the materials etc.

36. Certificate of Payment

The contractor shall be entitled to payment as per the certificates issued by the Architect/ Consultant. The certificate of the Architect will be scrutinized by concerned engineer of bank who will pass the bill for payment. Payment will be made to the contractor within 10 working days from the date of passing of the Bill by the concerned engineer of bank. The Bank shall deduct the statutory recoveries and other dues including the retention amount from bill passed for payment.

Provided always that the issue of any certificate by the Architect/Consultant during the progress of works or completion shall not have effect as certificate of satisfaction or to relieve the contractor from his liability under this clause.

The Architect/Consultant shall have power to withhold the certificate if the work or any part thereof is not carried out to their satisfaction.

The Architect/Consultant may by any subsequent certificate make any corrections required in previous certificate.

The Bank shall reserve its liberty to modify the certificate of payment as issued by the Architect/Consultant from time to time while making the payment as deemed fit and necessary.

The contractor shall submit interim bills only after taking actual measurements and properly recorded in the Measurement book (M.B).

The contractor shall not submit interim bills less than 25% of contract value (i.e. the actual value of work done by him equal to the 25% billed amount) and the minimum interval between two such bills shall be 10 days.

The final bill may be submitted by contractor within a period of one month from the date of virtual completion and Architect/Consultant shall issue the certificate of payment within a period of 15 days.

The bank shall pay the amount of final bill within a period of 15 days from the date of issue of certificate provided there is no dispute in respect of rates and quantities. The contractor shall submit the interim bills in the prescribed format with all details.

37. Payment to Contractors:

Payment will be released only after completion of the work to the satisfaction of the Bank. However, interim bills after certification of architect will be considered subject to ceiling as mentioned clause 36 of the tender.

This is an item rate tender. The quantities given in the schedule of items are approximate & payment shall be made only for the quantities executed as per the actual measurement. The contractor is not entitled for any sort of compensation towards the materials procured & stored in excess of the measured quantity, if any.

38. Settlement of Disputes and Arbitration

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same, whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

i) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above contracted works undertaken at the request of bank and duly certified by the Architect which have been disallowed by bank. The contractor shall forthwith give notice in writing of his claim, or dispute to the General Manager (GAD) and endorse a copy of the same to the Architect, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount disputed. Thereafter the dispute shall be taken up in arbitration.

It is also a term of this contract that no person other than a person appointed by such General Manager aforesaid should act as arbitrator who shall be a PWD engineer of the Government of Karnataka with rank not less than the rank of an Executive Engineer.

The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or reenactment thereof and the rules made there under. The fee claimed by the arbitrator shall be shared equally by the parties. The decision of the Arbitrator is final and binding on the parties.

The Courts at Bangalore alone shall have jurisdiction in respect of settlement of all disputes arising out or in connection with the contract.

39. Method of Measurement

Unless otherwise mentioned in the schedule of quantities or in mode of measurement, the measurement will be on the net quantities or work produced in accordance with up to date. Rules laid down by the Bureau of Indian Standards. In the event any dispute/disagreement the decision of the Architect/Consultant shall be final and binding on the contractor.

40. Maintenance of Registers

The contractor shall maintain the following registers at site of work and should produce the same for inspection of Bank/Architect/Consultant whenever desired by them. The contractor shall also maintain the records/registers as required by the local authorities/Government from time to time.

i. Register for secured advance ii. Register for hindrance to work iii. Register for running a/c bill
iv. Register for labour

41. Force Majeure

41.1. Neither contractor nor Bank shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemic, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of god or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.

41.2. As soon as the cause of force majeure has been removed the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.

41.3. From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and inability resulting there from having been removed, the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.

41.4. Should one or both parties be prevented from fulfilling the contractual obligations by a state of force majeure lasting to a period of 6 months or more the two parties shall mutually decide regarding the future execution of this agreement.

42. Local Laws, Acts, Regulations

The contractor shall strictly adhere to all prevailing labour laws inclusive of contract labour (regulation and abolition act of 1970) and other safety regulations. The contractor shall comply with the provision of all labour legislation including the latest requirements of all the Acts, laws, any other regulations that are applicable to the execution of the project. He shall provide access and inspection of the registers to the concerned inspecting authority of the state and central government.

Any compliance required to be carried out shall be forthwith complied with by the contractor and informed to the Bank. i) Minimum Wages Act, 1948 (Amended) ii) Payment of Wages Act 1936 (Amended) iii) Workmen's Compensation Act 1923 (Amended) iv) Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971 (Amended) v) Apprentice Act 1961 (Amended) vi) Industrial Employment (Standing Order) Act 1946 (Amended) vii) Personal Injuries (Compensation Insurance) Act 1963 and any other modifications viii) Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof

43. SAFETY CODE: SAFETY MEASURES AT SITE:

All personnel at site should be provided with Helmets and Safety Boots with some Identification Mark. Visitors also should be provided with Helmets. It should be ensured that these are used properly. First Aid Box should be kept at site with all requisite materials. No one should be allowed to

inspect / work at a height without Safety Belt / Helmet.

44. WARRANTY:

The materials supplied should have unconditional comprehensive warranty of 12 months from the date of issue of Virtual completion certificate. During the warranty period of 12 months, the contractor has to provide service support for the above items & attending to all repairs & replacement of defective parts if any shall be borne by the contractor without any extra cost to the bank.

45. On successful completion of entire works covered by the contract to the full satisfaction of the Bank, the contractor shall ensure that the following works have been completed to the satisfaction of the bank:

a) Clear the site of all scaffolding, wiring, pipes, surplus materials, contractor's labor, equipment and machinery. b) Demolish, dismantle and remove the contractor's site office, temporary works, structures including labor sheds/camps and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the contractor by the Owner and not incorporated in the permanent works.

c) Remove all rubbish, debris etc. from the site and the land allotted to the contractor by the Owner and shall clear, level and dress, compact the site as required by the Bank.

d) Shall put the Bank in undisputed custody and possession of the site and all land allotted by the Owner.

e) Shall hand over the work in a peaceful manner to the Owner.

f) All defects / imperfections have been attended and rectified as pointed out by the Owner to the full satisfaction of Owner.

+The quantities indicated are approximate. On award of work and approval of the scheme, the contractor has to work out the actual quantities of each item of work and intimate to the Owner. No increase in cost shall be given for any additional quantities of any item given in the tender.

46. Special Instructions:

i. All materials to be used in execution of project shall be of first class quality, recommended make, I.S.I. marked and shall be approved by Owner before its application.

ii. The contractor shall be paying all testing charges required for testing of materials and samples as and when taken by Owner/ The Contractor shall arrange necessary labour and transportation to facilitate testing of samples/materials. Frequency of testing materials/samples shall be as per related I.S. codes.

iii. The work should be carried out in truly professional manner, neatly finished with proper line, level and plumb. Cleanliness and finishing of the job is of utmost importance. Hence the job should be done most carefully with best workmanship. For all finishing jobs samples should be approved from the owner before completely executing the work.

iv. The Owner/ should be immediately informed for any discrepancy in drawings, specifications and instructions in the execution of job at site before actual execution of particular item having discrepancy.

v. Any item found to be having been executed with poor workmanship or materials of inferior quality then the contractor shall have to rectify /reconstruct the work as specified by Owner/ No extra charge will be admissible in such case. If Contractors fails to do so, the Owner reserved the right to rectify/reconstruct the work through some other agency at the expenses of contractor.

vi. The schedule of activities as submitted by the contractor shall have to be strictly adhered to. Regular progress reports shall have to be submitted by the contractor giving all details for monitoring of the schedule.

vii. The Contractor shall take charge of site and if site clearance is involved, he shall attend to it. (If such type of unforeseen and unavoidable situation occurs, in that case actual labour employed for such job shall be paid including overheads and profit).

viii. Special care is to be taken for cleanliness of the site. After the end of day's work, the site should be cleaned immediately.

ix. The contractor shall have to co-operate with the agencies executing other works in the same area.

x. While executing the work, the contractor shall ensure safety and security of the property of the Owner so as to avoid theft etc.

Place:

Signature of bidder with seal

FIRM DETAILS

Name of Firm/Company/Organization	
Mailing Address of Firm with contact Phone, Mobile, Fax no:	
Local Mailing Address of Firm with contact Phone, Mobile & fax no [For outstation firms]	
Email Id:	
PAN No:	
TIN / GST No:	
CST No:	
Service tax Registration No:	
Any other Registration details relevant to the contract	
Name of bank in which account is held [Complete address]	
Branch IFSC Code:	
Type of Account:	
Account No:	
Name of the Executive Head at Bangalore office and contact number/mail id	
Name of the person in charge of Service in Bangalore office and contact number/mail id	
Name & mobile number of maintenance person during office hours	
Name & mobile number of maintenance person during non-office hours/holidays	

Place:

Signature of bidder with seal

Date:

DETAILS OF SIMILAR WORKS EXECUTED BY THE BIDDER DURING PAST 7 YEARS

SN	Details	Name of the client (1)	Name of the client (2)	Name of the client (3)
1	Address & telephone number of client			
2	Project name, location and address			
3	Brief details of work			
4	Value of work as awarded			
5	Value of work as completed			
6	Date of award of work			
7	Completion time as stated in the tender			
8	Actual completion time			
9	Whether the work was carried out under Architect, Consultants, if so details			

(Add more Columns in case of more than 3 clients or more information)

Signature of bidder with seal

Place:

Date:

DECLARATION ACCEPTING TERMS AND CONDITIONS OF THE TENDER

Date _____

To:
Bank of Baroda,
RO: Mysuru Region
Shalivahana Road,
Nazarbad,
Mysuru-570 010

Dear Sirs,

Ref. Your Tender Document Ref No. : ROBR/BOB/01/2020 dated _____

We, the undersigned have examined the above-mentioned Tender document, including amendment/corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now undertake to execute the works in conformity with your above-referred document for the sum as finalized after reverse auction process, attached herewith in a separate envelope and made part of this tender.

If our tender is accepted, we undertake to execute the works mentioned above, in accordance with the time schedule specified in the tender document

We further confirm that, if our tender is accepted, we shall provide you with a security deposit of required amount in an acceptable form, for due performance of the contract. We agree to keep our tender valid for the period mentioned in the tender. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

We confirm that we fully agree to the terms and conditions specified in above mentioned Tender document, including amendment/ corrigendum if any

(Signature & seal with date)

(Name and Designation) Duly authorized to sign Tender for and on behalf of M/s. _____

Place:

Date:

ARTICLES OF AGREEMENT

This agreement is made and executed at Bangalore, on this _____ day of _____ 20__ between Bank Of Baroda, a body corporate constituted under Banking companies (Acquisition & Transfer of undertakings) Act 1969 having its office at of #73, Madvesh complex, Shalivahana Road, Nazarbada, Mysore -570 010 represented by _____ and hereinafter called the 'Employer' and _____ No _____ represented by its director/partner/proprietor/ _____ and hereinafter called the 'Contractor'. The term 'The Employer' and 'The Contractor' shall mean and include its successors and assignees.

Whereas the Employer is desirous to carry out furnishing of # Y, nageetha commercial complex, 17th main 15th cross, South east corner, Tonachi koppal, 2nd stage, Saraswathipuram Mysore, Karnataka 570023.

And whereas the Employer called for the tenders for the work enumerated in the tender documents annexed to this agreement.

And whereas the contractors have quoted their rates as given in the tender to the Employer on _____ for the works enumerated in the tender documents amounting to Rs. _____. (Rupees _____) only.

The value of the offer stands as below:

Total amount quoted on	Rs.
Rebate offered: _____% on	Rs.
Contract Value:	Rs.

And the parties having agreed upon the terms and conditions on which the contractors have to carry out the works for the Employer, the parties execute this agreement incorporating the agreed terms.

The contractors have agreed to execute the works enumerated in the tender booklet at the rates quoted therein less _____% (_____ percent) rebate.

CLAUSES

1. It is hereby agreed that the Employer will not pay any mobilization advance towards the work.
2. It is agreed that the contractors will submit the interim bills for values of 25% of the tendered amount.
3. It is hereby agreed and declared that all the provisions of the said specifications, conditions of contract enumerated in the tender booklet have been carefully read and understood by the contractors and the schedule of rates including the general instructions and the specifications contained in the tender schedule shall be binding upon the contractors and upon the employer as if the same had been incorporated herein and shall be read and as part of these presents except to the extent such terms and modified under this agreement.
4. These articles of agreement shall be the main and dominant contract document between the parties and shall be read, interpreted and understood in the context of and supplemented by the provisions referred to in other clauses in this agreement and the schedule of contract form as signified and accepted by the contractors appended as an enclosure to this agreement.
5. The decision of the Employer shall be final and the contractors shall not object to the decision of the employer in this case.
6. The rates quoted by the contractors in the tender booklet shall include all direct and contingent expenses
7. The contractors shall be solely and entirely responsible for the procurement and collection of all the required building materials required for the execution of the entire works in all respects.
8. The site has been handed over to the contractors on _____.

9. After the discussions with the employer, the contractors hereby agreed to complete the works in all respects before **30 days**. If the contractors do not hand over the building in all respects before 45 days, they have to pay a penalty as per liquidated ascertained damages to the employer.

10. The contractors should submit their bills in stages

11. The contractors shall submit the bar chart and it should adhere to that particular date. If there is delay on stages of the work, the contractors have to pay the penalty as decided by the employer.

12. The rates quoted by the contractors shall be excluding of all the taxes as prevailing at on date and if there are any new taxes levied by the Government, the difference of tax shall be borne by the Employer.

13. The contractors shall be responsible for all the damages to the property and for any injury or loss, caused to the work or workmen and persons, animals or things employed by them. They shall effect insurance cover, as necessary and keep the employer fully indemnified and entirely free from all responsibilities in this regard. All repairs and damages caused by the contractors to the existing building during the construction period shall be carried out by the contractors at their own cost and expenses to the satisfaction of the employer/Architects.

14. In all the running bills certified by the architects, a retention amount of 10% excluding EMD will be held by the employer and will be released on final payment. The total security deposit (including EMD) at 5% of the final contract value will be deducted and released after the defects liability period of 12 Months.

15. This contract is neither a fixed lumpsum contract nor a piece work contract, but is a contract to carry out the above mentioned work to be paid for, according to actual measured quantities at the rates contained in the schedule of rates and probable quantities or as provided in the said conditions.

16. The employer hereby agrees to make the payments of the running bills within 15 days after certification from the architects.

17. The contractors have paid Demand Draft for a sum of 75,000/- by way of earnest money deposit and this shall not carry any interest. The successful contractor agrees to submit the Performance Bank Guarantee within 10 days for the acceptance of the tender issued by any PSB other than Bank Of Baroda valid for a period of 12 months. Any defects pointed out by the architects/ employer during this period shall be made good by the contractors and the same will be deducted from the EMD/PBG

18. It has been agreed upon that a percentage of the value of each running bill of the contractors shall be deducted from the bills towards the income tax at the prevailing rates. The same amounts will be remitted to the income tax departments and the TDS original certificate will be passed on to the contractors.

19. No escalation in rates will be considered for the completion of this project.

20. Rates quoted in the Schedule of quantities by the bidder shall remain valid throughout the execution and until completion of work within accepted period of completion as well as during authorized extension in period. If Bank decides to place work order for additional scope of work in the same premises or to amend the original work order for additional scope of work in the same premises, the contractor shall be bound to accept the same, at rates agreed in the original work order; provided such work order or amendment is issued prior to completion of the work contained in the original work order.

21. It has been agreed to accept the conditions of contract set forth

22. All statutory requirement such as labour act, state and central government insurance etc, shall be the responsibilities of the contractors.

23. No other amounts whatsoever is payable by the employer towards lead and lift charges and all incidental charges, taxes local or general royalty payable to the government or local bodies etc, of the region or on any other account.

24. All the materials should conform to ISI standard specifications and such standards as may be prescribed by the architects.

25. The contractors should make arrangements to provide barricading, and day and night watchman during the tenure of this contract at their own expenses.

26. In case of any conflict in the specifications, and the drawings, the decision of the architect shall be final and binding on the contractors. Should there be any disagreement between the architects and the contractors, the decision of the employer shall be final.

27. The rates quoted by the contractors in the tender booklet shall include all the cost of materials, labour transport charges, conveyance, and lifting charges, for materials required for successful completion of the work and any other incidental charges and all taxes that may be payable by the contractors.

28. Necessary pillars shall be constructed by the contractors for bench mark at no extra cost to the employer as directed by the architects.

29. Payments of any compensation damages to any of the laborers employed by the contractors shall be the inclusive responsibility of the contractors and the contractors shall take care to insure their laborers. Compliance to all statutory obligations under state and central laws in this behalf shall be the responsibility of the contractors.

30. An order book shall be maintained in the work spot and the contractors shall sign in the order book in token of having one through the instructions issued by the inspecting officer and carryout the construction promptly and correctly.

31. The contractors shall take precautions against the damages for accident. No compensation will be allowed to the contractors for their tools, plant, materials lost or damages from any cause. The contractors shall be liable to make good the structure or plant damaged by any other cause at their own cost. The employer will not pay contractors any expenses or charges or repairing any damaged portion of the work done during the construction.

32. The contractors shall keep on site of works a qualified engineer as required as per the rules of regulations as their authorized representatives who will receive all the instructions from the employer architects or his authorized agent.

33. The employer/architects shall have the right to direct the contractors to progress the various items of works to the manner prescribed by the employer's engineer/ architect. The test of strength of the concrete shall be done by the contractors at their own cost.

34. All disputes and differences of any kind whatever arising out of or connecting with or touching with the contract of the carrying out of the works whether during the progress of the works or after completion and whether before or after the determination, abandonment or breach of the contract, shall be referred to and settled as per Clause 38 of the General conditions of Contract Arbitration and jurisdiction clause.

35. Should any matter pertaining to this contract were to be referred to a court of law, the courts in **Mysore city** only shall jurisdiction. Whenever it is not expressly provided or agreed upon, then any expenses will be met and or services provided by the contractors.

36. The rates quoted in the tender are exclusive of GST.

In witness whereof the employer and the contractors above mentioned have here to set their hands on the day, month and year first above mentioned.

Signed for and on behalf of the
Contractor

Signed for and on behalf of the
Bank

For M/s.

For BANK OF BARODA
DY. GENERAL MANAGER

Witnesses:1.
2.

From

.....

DECLARATION

I/we,..... hereby declare that our firms/company is not blacklisted/debarred/no litigation pending with any of the Nationalized/PSUs/PSBs/State/Central Government.

If the information is found to be incorrect during the tender/execution of the project, we will be liable for legal action, forfeiture of EMD and the pending bills for payment.

Yours Sincerely,

PRE CONTRACT INTEGRITY PACT

PROC-2C

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ YYYY, between, on one hand, Bank Of Baroda, a body corporate constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act 1969 having its of #73, Madvesh complex, Shalivahana Road, Nazarbad, Mysore -570 010 (hereinafter referred to as the “BUYER” which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns) of the First Part and M/s _____ represented by Shri. _____ Chief Executive Officer (hereinafter called the “BIDDER/SELLER” which expression shall mean and include unless the context otherwise requires, his successors and permitted assigns of the Second Part.

WHEREAS the BUYER proposes to procure _____ (Name of the equipment/item/service) and BIDDER/SELLER is willing to offer/has offered the equipment/item/service and

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

NOW, THEREFORE

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

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

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

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

1. Commitments of the BUYER

- 1.1. The BUYER undertakes that no officials of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2. The BUYER will during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

- 1.3. All the officials of the BUYER will report to the Bank/appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3. Commitments of BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Bank/Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Bank/Government.
- 3.3. *BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

Foreign Bidder: Name and address of agents and Representatives in India.

Indian Bidder: Name and address of Foreign Principals / Associates

- 3.4. *We hereby disclose the payments to be made by us to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5. * Bidder is engaged in defense supplies as Manufacturer / Integrator / Authorized Government sponsored export entity: Yes / No

If yes, we confirm we have not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way of recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any

other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 3.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. *The term relative for this purpose would be defined in Section 6 of the Companies Act 1956.*
- 3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

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

5. Earnest Money (Bid Security)

- 5.1. While submitting commercial bid, the BIDDER shall deposit an amount Rs.17,000 (to be specified in RFP) as Earnest Money/Bid Security, with the BUYER through any of the following instruments:
 - i) Bank Draft or Pay Order in favour of Bank of Baroda
 - ii) A confirmed guarantee by an Indian Nationalised Bank/Scheduled Commercial Bank other than RRBs/ Co-operative Banks, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - iii) Any other mode or through any other instrument (to be specified in the RFP)
- 5.2. The Earnest Money/Security Deposit shall be valid upto to submission of Bank Guarantee covering warranty period/post warranty period for performance of the Contract.

5.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

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

- i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii) The Earnest Money/Security Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason thereof.
- iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
- iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of Bank Of Baroda, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other office/department/section/stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii) To debar the BIDDER from participating in future bidding processes of the Government of India/Public Sector Banks for minimum period of five years, which may be further extended at the discretion of the BUYER.
- viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact

6.2. The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act 1988 or any other statute enacted for prevention of corruption.

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

7. Fall Clause

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

8. Independent Monitors

- 8.1. The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
- 8.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact
- 8.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings
- 8.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8. The Monitor will submit a written report to the designated Authority of BUYER/Secretary of the Department/General Manager, within 8 to 10 weeks from date of reference or intimation to him by the BUYER / BIDDER and should the occasion arise, submit proposals for correcting problematic situations.
- 8.9. In case of sub-contracting, the Principal contractor shall take the responsibility of the adaptation of Integrity Pact (IP) by the Sub- contractor

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

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

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

13. The parties signing the Integrity Pact (IP) shall not approach the courts while representing the matters to IEMs and he / she will await IEMs decision in the matter.

14. The parties hereby sign this Integrity Pact at _____ on _____

BUYER
Name of the Officer:
Designation:
Dept:

BIDDER
CHIEF EXECUTIVE OFFICER

Witness

1. _____

2. _____

Witness

1. _____

2. _____

* Provisions of these clauses would need to be amended / deleted in line with the policy of the BUYER in regard to involvement of Indian agent of foreign suppliers.