



बैंक ऑफ़ बड़ौदा
Bank of Baroda

NOTICE INVITING TENDER (NIT)

FOR

**SUPPLY & INSTALLATION OF BANK'S SIGNAGE -ONE WAY
VISION FILM AT 'BARODA CORPORATE CENTRE' BUILDING AT
BANDRA KURLA COMPLEX, MUMBAI**

**BANK OF BARODA, BARODA CORPORATE CENTRE,
C-26, G-BLOCK,
BANDRA KURLA COMPLEX,
BANDRA (EAST), MUMBAI-400 051**

NIT Reference: BCC/FM/110/NIT/OW/01



NOTICE INVITING TENDER (NIT) FOR SUPPLY & INSTALLATION OF BANK'S SIGNAGE -ONE WAY VISION FILM AT 'BARODA CORPORATE CENTRE' BUILDING AT BANDRA KURLA COMPLEX,MUMBAI

Bank of Baroda invites sealed tender from competent agencies for supply & installation Bank's Signage -One way vision film on Glass wall of 'Baroda Corporate Centre' building at Bandra Kurla Complex, Mumbai-400051.

Prospective bidders may download the NIT document from the Bank's website www.bankofbaroda.com/tenders.

Date of releasing of tender	02/07/2018
Last Date and Time for submission of Tender	23/07/2018 at 3.00 PM
Time and Date of Opening of Tender	23/07/2018 at 3.30 PM
Earnest Money deposit	Rs 23,000/-

[B] Important Definitions:- Following terms are used in the document interchangeably to mean:

1. Bank, BOB means "Bank of Baroda".
2. BCC means "Baroda Corporate Centre"
3. NIT means this "Notice Inviting Tender"
4. Recipient, Respondent and Bidder, Vendor, means "Respondent to the NIT Document".
5. Tender means NIT response documents prepared by the Bidder and submitted to Bank of Baroda
6. OEM means "Original Equipment Manufacturer"

Service providers fulfilling the specified requirements may submit their Bids as required so as to reach us latest on **23.07.2018 by 03.00 pm** at the following address-

**General Manager
(Facilities Management, COA & DMS)
Bank of Baroda
Baroda Corporate Centre
C-26, G-BLOCK
Bandra Kurla Complex,
Bandra East, Mumbai - 400 051**

For any clarification contact: 022-66985106 / 66985144

Further "**Corrigendum**" or "**Addendum**" (if any) shall be issued on Bank's website only and prospective bidder has to refer the same before final submission of the Tender.

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



Confidentiality:

This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Bank of Baroda expects the bidders or any person acting on behalf of the bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. The bidders will be held responsible for any misuse of the information contained in the document and liable to be prosecuted by the Bank. In the event of such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.



Scope of Work

One way vision film on Glass wall of Baroda Corporate Centre building

Sr. no.	Particulars	Description	Size (sqft)(approx..)	quantity
1	Supply and installation of Bank's Signage-one way vision film on Glass wall of Baroda Corporate Centre (*)	On Atrium side glass area.	54' x 115'= 6210	One Set

*Bank will provide the Bank's logo/product information/photo/promotional articles etc., which will be printed on the front side of one way film. Printing is in the scope of vendor.

(Please see the Photo of Proposed Site in attachment for ready reference)



Eligibility:

- Average Annual financial turnover of the firm during the last -3- years, ending 31.03.2018, should be at least **Rs. 7.00 Lacs** supported with audited balance sheets and CA's certificate.
 - Experience of having successfully completed similar * jobs i.e. supply and installation of signage for buildings of organizations / banks of repute during last -7- years (as on 31.05.2018), should be either of the following :
 - a. Three similar* completed works i.e. each work order costing not less than **Rs.9.00 lacs**
OR
 - b. Two similar* completed works i.e. each work order costing not less than **Rs.11.00 lacs**
OR
 - c. One similar* completed work i.e. single work order costing not less than **Rs. 18.00 lacs**
 - Having sufficient number of experienced personnel, plotter, cutter, trained application staff, glass table, welding & riveting machines, trained fabricators and electricians, technical know-how, and other resources, to complete the project well in time with superior quality of materials and workmanship as per standard specifications.
- * Vendors must have experience of executing the same type of jobs as described in scope of work at multistoried structures.

General instruction to the fabricators/converters:

Applications by those firms who do not submit Performance Certificates from their previous employers are liable to be summarily rejected.

Colour specification of vermilion: Colour code of vermilion to be used is as under
Pantone code -165C

CMYK	RGB
C-0	R- 225
M-70	G -92
Y- 100	B- 52
K- 0	

Warranty

The converter should provide a comprehensive warranty of atleast 2 years from the OEM only. Warranty of items will be as per detailed description of warranty at Page no.8 of This Tender document

All vendors are advised to visit the site, check the locations to ensure proper Supply & installation of the Signage-one way vision film, taking care of all the safety measure required for successful completion of work.

Insurance:

Arrangement of gondola, trolley from the terrace, scaffolding & other accessories etc. required for the job including the necessary permission from statutory authorities (if any) shall be made by the vendor only. Insurance of the persons involved in the process shall be taken care of by the vendor only. Successful bidder will have to take **Contractors' All Risks (CAR)** policy that provides coverage for both damages to the property and third-party injury or damage claims. Contractor should bear the cost towards the insurance and Bank shall not be held responsible for any accident/death during execution of the job by fabricators.

Security deposit

Successful bidder will have to submit Security Deposit of Rs.46,000/- at Bank of Baroda in the form of a Bank Guarantee from any Schedule Commercial Bank excluding Co-operative Bank



and Bank of Baroda. The Bank Guarantee of Rs.46,000/- will be effective for a period of one year from the date of completion of the job. (Bank Guarantee to be deposited at BCC, Mumbai).

General Conditions of contract

Bank reserves the right to accept/reject any or all tenders without assigning any reason thereof.

Bank has right to increase or decrease the quantity at its sole discretion.

Period of completion of the job will be 30 days from the date of the issue of work order.

Tender will be valid for 120 days from the date of releasing the Tender.

ADDITIONAL CONDITIONS CUM INFORMATION FOR BIDDERS

- The intending firm should not have Black Listed by Government, Semi Government, Boards, and Financial Institutions/Banks in last -7- years.
- The contractors, if qualified shall not be allowed for sub – contracting.
- Estimated Cost: The estimated cost of Rs.23.00 Lacs is tentative.
- Scope of work: The scope of work mentioned in Tender document is tentative, it may reduce or increase as per the actual work at site.
- Proof for fulfilment of eligibility criteria mentioned in the bid should be submitted. If the Pre-qualification document is submitted without valid documents and without proof of eligibility criteria (as mentioned in various Annexures) the Tender will be summarily rejected.
- Canvassing in any form by the intending tenderer may lead to disqualification of their Bid.
- No conditional offer will be accepted. Conditional offer will be summarily rejected.
- The Bank reserves its right to call for clarifications / original of the supporting document for verification, as deemed fit and also to cross check for any details as furnished by the applicants from their past Clients / Consultants etc. It is to be noted that pre – qualification may be completed without seeking any subsequent additional information.
- An agreement to be executed between Bank and successful bidder on approved format of Bank on Non Judicial stamp paper of Rs.200/-
- Dispute if any shall be subject to courts of Mumbai only.

Submission of Bids:

The applications should be accompanied with a NEFT/RTGS receipt of **Rs.23,000/-** as Earnest Money Deposit (EMD) favoring Bank of Baroda (payable at Mumbai) from any scheduled Bank. Details are given in the Annexure VI. No interest will be payable on the EMD. The EMD will be refunded to the unsuccessful bidders on completion of the process of selection of L-1 Bidder. Tender without the **EMD (Rs.23,000/-)** will be summarily rejected and the price bid of the same will not be opened.



The interested companies may submit their Application cum Bid in 3 envelopes should clearly write the following.

Envelope 1 – Technical Bid which shall contain the relevant evidence of their credentials, along with details of work supplied and installed and copy of work order and Performance Certificate of the works executed in the past.

Envelope 2 – EMD – NEFT/RTGS RECEIPT

Envelope 3 - Price Bid

Envelope 1, 2 & 3 of the tender duly filled in and signed should be submitted in 3 separate sealed covers.

All the three sealed envelopes should be placed in another single cover and superscripted **“Tender for Supply & installation of Bank’s Signage -One way vision film at Baroda Corporate Centre building”** should reach the office of: **General Manager (Facilities Management, COA & DMS), Bank of Baroda, Baroda Corporate Centre, C-26, “G” Block, Bandra Kurla Complex, Bandra (E), Mumbai – 51 on or before 23.07.2018 at 1500 hrs.**

Tender will be opened on same day (23.07.2018) at 1530 hrs at 1st Floor, Baroda Corporate Centre, C-26, “G” Block, Bandra Kurla Complex, Bandra (E), Mumbai-51.

Price Bids of only those tenderers who are ‘Technically Qualified’ will be opened. Date and time of the opening of price bid shall be informed to all the qualified bidders separately.

Bank reserves the right to deny pre-qualification to any or all the applications without assigning any reason whatsoever.

**General Manager
(Facilities Management, COA & DMS)
Bank of Baroda
Bandra Kurla Complex
Mumbai.
Date: 02.07.2018**



APPROVED MAKES : 3M / AVERY DENISSON

ONE WAY VISION APPLICATION ON GLASS

Product Construction – Use of 4 mil Cast vinyl which will be opaque and having a high gloss finish to be printed using 3M recommended print platforms as per the artwork given by Bank of Baroda. The one way vision film is to be protected using high durable optically clear gloss over laminate having thickness of 2 to 3.5 mil.

Guarantee Coverage

The complete solution will have guarantee coverage of 2 years against delamination and peeling off of the one way vision film.

The physical properties and the application characteristics of the one way vision film and of the over laminate should be as follows:

Physical Properties of the One Way Vision Film

Characteristic	Value
Material	Calender Vinyl
Thickness	Without Adhesive: 3.15 mils(0.08 mm)- 5.9 mils (0.15 mm) With Adhesive: 3.94 mils (0.1 mm)- 6.8 mils 0.17 mm)
Color	White on the image side and black on the reverse side
Gloss	High gloss
Adhesive	Pressure sensitive, removable
Liner	Polyethylene-coated paper with continuous, non-perforated paper liner
Temperature Range After Application	-40°C to +80° C approx.
Resistant to	Water, mild alkalis, mild acids and salt.

Physical Properties of the Over Laminate

Characteristic	Value
Material	Vinyl
Film Color	Optically Clear
Thickness (film & adhesive)	2 to 3.5 mils (0.05 to 0.09 mm)
Adhesive Type	Pressure Sensitive
Adhesive Color	Optically Clear
Liner	Polyester
Lamination Temperature	15°C to 38° C



Envelope - 1

ANNEXURE - I

Supply & Installation of Bank's Signage -One way vision on Glass wall of 'Baroda Corporate Centre' building at Bandra Kurla Complex, Mumbai-400051.

Basic information

1.0	Name of the Applicant / Organization	
1.1	Address of the registered offices (With Phone Nos. Fax Nos. & Email ID & Contact Person)	
2.0	Year of Establishment	
3.0	Type of the Organization (whether Sole Proprietorship, Partnership, Private Ltd. Or Ltd. Co. etc.)(Enclose Certified Copies of documents as evidence)	
4.0	Name &Qualification of the Proprietor / Partners /Directors of the Organization / Firma) b) c) Enclose certify- copies of document as evidence	
5.0	Details of Registration - Whether Partnership Firm, Company, etc. Name of Registering Authority, Date & Registration Number. Enclose certified copies of Document as evidence.	
6.0	Whether Registered with Government / Semi Government/Municipal Authorities of any other Public Organization and if so, in which class and since when? (Enclose certified copies of document as evidence)	
a)	No. of years of experience in the field and details of work in any other field.	
b)	Whether ISO Certified, furnish the details.	
c)	Area of business activities other than signages converter, if any, and place of business.	
d)	Address of business activities other than signages converter If any, and place of business	
7.0	Address of office through which the proposed work of The bank will be handled and the name &	



	designation of officer in charge.	
	a) Yearly turnover of the organization during last 3 years (year wise) and furnish audited balance sheet and Profit & Loss A/c (Audited) for the last - 3-years. Turnover in <ul style="list-style-type: none">• 2015-2016• 2016-2017• 2017-2018	
8.0	Name and Address of Bankers (Solvency Certificate of Rs.8.00 lacs from a Bank to be enclosed for indicating satisfactory financial capacity of the organization (not issued before January 2018)	
9.0	PAN No. :	
10.0	Details of Registration for <ul style="list-style-type: none">a. Sales Tax.b. Service Taxc. GST Registration no.	
10.1	Details of Registration for <ul style="list-style-type: none">a. ESICb. EPF	
11.0	Details Description and Value of works done (Annexure- II)	Filled the information in Annexure- II
11.1	Works on hand (Annexure- III)	Filled the information in Annexure- III
12.0	Details of key personnel permanently employed	
13.0	Other infrastructural information to be used/ referred for this project. List of available plants, Machinerie equipments etc.	
14.0	Furnish the names of -3- responsible persons along with their designation, address, Tel.No.,etc., for whose Organization (Previous Client), you have completed the above mentioned Jobs, and who will be in a position to certify about the performance of your organization.	1 2 3
15.0	Whether any Civil Suit/ Litigation arisen in contracts Executed/ being executed during the last 10 years. If Yes, please furnish the Name of the Project, Employer, Nature of work, Contract Value, Work Order and Brief Details of Litigation. Give Name of	Attach a separate sheet (if required)



	Court, Place, and Status of pending Litigation.	
16.0	Information relating to whether any Litigation is pending before any arbitrator for adjudications of any litigation or else any litigation was disposed off during the last ten years by an arbitrator. If so, the details of such litigation are required to be submitted.	
17.0	No. of supplementary sheets attached	

Note: Attach extra sheets with Sr. No if the space found less.



Envelope- 1

Annexure -II

(LIST OF SIMILAR WORKS EXECUTED BY THE ORGANISATION DURING THE LAST 7 YEARS)

Sr. No .	Name of Work Project with Address	Name & Full Postal Address of the Owner (Specify)	Contract Amount(Rs.)	Stipulated Time of Completion (Years)	Actual time of Completion (Years)	Any other relevant Information. Actual amount of the project. If Increased, give reasons.	Enclose Clients Certificate For Satisfactory Completion
1	2	3	4	5	6	7	8

Notes:

- Information has to be filled up specifically in this format. Please do not write remark "As indicated in Brochure".
- Date shall be reckoned from 31.05.2011.
- For certificates, the issuing authority shall not be less than an executive in charge.
- Attach extra sheets (if required)



Envelope- 1

Annexure -III

(LIST OF IMPORTANT SIMILAR TYPE OF WORKS IN HAND)

Sl. No.	Name of Work/ Project with Address	Name & full postal address of the owner. Specify whether Govt. undertaking along with Name, Address and Contact Nos. of -2-Persons (Engineers or Top Officials of the Organization)	Contract Amount (Rs.)with copy of Work Order	Stipulated Time of Completion(years)	Present status of the Project	Any other relevant information
1	2	3	4	5	6	7

Notes:

- Information has to be filled up specifically in this format. Please do not write remark "As indicated in Brochure".
- Please attach copy of work orders.



Envelope -1

ANNEXURE IV

ARTICLES OF AGREEMENT

(On stamp paper of Rs. 200/-)

ARTICLE OF AGREEMENT made on this day of _____ Two Thousand Eighteen BETWEEN the Bank of Baroda, hereinafter called "Employer" (which expression shall include its successors and assigns wherever the context or meaning shall so require or permit) of the one part and _____

_____ hereinafter called the "Contractor" (which expression shall include its successors and assigns wherever the context or meaning shall so require or permit) of the other part.

WHEREAS the Employer is desirous of carrying out supply & installation of Bank's Signage -one way vision film on Glass wall of 'Baroda Corporate Centre' building at Bandra Kurla Complex, Mumbai-400051.

AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth herein and to the conditions set forth in the special conditions and in the Bill of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "The said terms & conditions") the works, shown upon the said drawings and or described in the said specifications and included in the said bill of quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (herein after referred to as the said "Contract Value").

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said Contract Value to be paid at the times and in the manner set forth in the said terms & conditions, the contractor shall upon and subject to the said terms & conditions execute and complete the works shown on the said drawings, and described in the specifications and / or bill of quantities.
2. The Employer shall pay the contractor The Said Contract Value or such other sum as shall become payable at times and in the manner specified in the said terms & conditions.
3. The said terms & conditions and Annexures thereto shall be read and construed as forming part of this Agreement and the parties hereto shall respectively abide by submit themselves to the said terms & conditions and perform the agreements on their part respectively in the said terms & conditions contained.
4. This Contract is neither a fixed Lump sum Contract nor a Piece Work Contract but is a Contract to carry out the work in respect of the entire work as defined in the contract documents to be paid for according to actual measured quantities at the rates contained in the bill of quantities or as provided in the said Contract documents.
5. The Contractor shall afford every reasonable facility for the carrying out of all works relating to supply & installation Bank's Signage -one way vision film on Glass wall of 'Baroda Corporate Centre' building in the manner laid down in the said terms & conditions.



6. The Employer reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.
7. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work within 7th day of the date of issue of Acceptance letter or the date of handing over of site whichever is later as provided for in the said terms & conditions to complete the entire work within 30days subject nevertheless to the provisions for extension of time.
8. All payments by the Employer under this contract will be made only at Mumbai.
9. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Mumbai and only courts in Mumbai shall have jurisdiction to determine the same.
10. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor. The Contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the engineer.

IN WITNESS WHEREOF THE Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written. (If the contractor is a partnership or an individual).

IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates / has caused these presents and the said two duplicates hereof to be executed on its behalf, the place, day, month and year first hereinabove written (If the contractor is a Company).

Signature Clause.

SIGNED AND DELIVERED by the
Bank of Baroda by the hand of
Shri _____
(Name and Designation)

in the presence of

(i) _____

Address _____

(2) _____

Address _____

Witness

SIGNED AND DELIVERED by----

(If the party is a partnership firm or an individual should be signed by all or on behalf of all the partners.)



in the presence of

(i) _____

Address _____

(2) _____

Address _____

Witness

The COMMON SEAL OF CONTRACTOR

was hereunto affixed pursuant to
the resolutions passed by its
Board of Directors at the meeting
-----in the
presence of

(If the contractor signs under its common
seal the signature clause should tally with held on
the sealing clause in the Articles of
Association)

(1)-----

(2)-----

Directors who have signed these
presents in token thereof in the
presence of

(1)-----

(2)-----.

SIGNED AND DELIVERED BY the
Contractor by the hand of

(If the contractor is signing by the hand
of power of attorney whether a company
or individual.)

Shri _____

and duly constituted attorney



Declaration / Undertaking

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

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

SUB: Tender for Supply & installation Bank's Signage -one way vision film on Glass wall of 'Baroda Corporate Centre' building at Bandra Kurla Complex, Mumbai-400051.

Dear Sir,

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

1. I/we will abide by all terms and conditions mentioned in this TENDER Document.
2. I/we will abide by all the changes made in corrigendum/addendum
3. I/we will abide by all the new clauses added in the corrigendum/addendum.
4. The Technical Bid, EMD and the Price Bid are submitted by us as per the provisions mentioned in the TENDER Document.
5. I/We have made a complete review and careful examination of the terms of the TENDER Document and we hereby unconditionally and irrevocably accept, agree and acknowledge the terms mentioned thereof
6. I/We hereby confirm that we satisfy the entire eligibility criterion and Requirements conditions to execute the job as and wherever prescribed in the TENDER Document.
7. Bank reserves the right for any addition/deletion/alteration of quantities to be supplied before/after awarding the work without any compensation.
8. Bank reserve the right to reject any tender without assigning any reason whatsoever and also does not bind it to accept the lowest or any specific tender.
9. At the sole discretion and determination of the Bank, the Bank may add or alter any other criteria for evaluating the proposals received in response to this TENDER. The decision of our Bank in this regard will be final & binding.
10. I/we have noted the contents of the TENDER and have ensured that there is no deviation in filing our response to the TENDER and that the Bank will have the right to disqualify us in case of any such deviations.
11. I/We agree that the Bank is not bound to accept the lowest or any Bid that the Bank may receive.
12. I/We confirm that I/we have visited the sites, examined the nature thereof (metallic surface of the building etc.), facing direction/orientation of the buildings, surface heating (Surface heating temperature variation), persuade the drawings and to have made myself/ourselves thoroughly acquainted by our own independent observation and enquiries with the nature, position , extent and practicality of the works, means of access, storage area for material/s and all, and all other matters which can in any way influence tender price, as no monetary or other claims made by us on the grounds of want of knowledge/information of any or all of the aforesaid matters will be entertained.
13. I/We confirm sustainability of the product under extreme weather condition.
14. I/We confirm that In case of fading and / or delamination and/or peeling off of Building Signage- one way vision film application on glass, during warranty period, we are liable and accept legal action, including blacklisting by Bank of Baroda and Bank may inform such act to all the Government authorities
15. I/We confirm that we have enclosed Letter from OEM regarding the unconditional acceptance of terms and conditions related to support to their products during warranty period as mentioned in the tender.

Date:

Yours faithfully

Signature/ Seal

Name:

Place:

Name Organization:

Designation

Phone Contact:



TERMS & CONDITIONS

E.1	Details
	Bank of Baroda invites sealed tender from competent agencies for supply & installation of Bank's Signage - one way vision film on Glass wall of 'Baroda Corporate Centre' building at Bandra Kurla Complex, Mumbai-400051
E.2	Earnest Money Deposit (EMD)
	<p>"Earnest Money Deposit" has to be submitted by way of RTGS/NEFT. Details are as under:</p> <p>Bank : BANK OF BARODA Branch : Bandra East IFSC : BARB0BANEAS (0 is Zero) Account Type : OD Account No : 29040400000418</p> <p>The Earnest Money Deposit of unsuccessful bidders will be refunded on acceptance of the work order by the successful bidder. Earnest Money Deposit shall not carry any interest. The EMD of successful bidder will be adjusted while settling the final bill.</p> <p>The Earnest Money Deposit will be forfeited if:</p> <ul style="list-style-type: none">➤ The bidder withdraws his tender before processing of the same.➤ The bidder withdraws his tender after processing but before acceptance of "Letter of appointment" to be issued by the Bank➤ The selected bidder withdraws his tender before furnishing Bank Guarantee/Security Deposit as required under this Tender.➤ The bidder violates any of the provisions of the terms and conditions of this tender specification <p>Please note that firms/agencies claiming exemption from submission of EMD under any statutory authority/law (eg. MSME/NSIC etc.) shall be required to submit necessary documents viz. valid registration certificate etc. to the satisfaction of the Bank. Such firms shall submit copy of valid Registration Certificate duly signed and stamped (in lieu of the EMD).</p>
E.3	Security Deposit
	Successful bidder will have to submit Security Deposit of Rs.46,000/- at Bank of Baroda in the form of a Bank Guarantee from any Schedule Commercial Bank excluding Co-operative Bank and Bank of Baroda. The Bank Guarantee of Rs.46,000/- will be effective for a period of one year from the date of completion of the job. (Bank Guarantee to be deposited at BCC, Mumbai).
E.4	Performance Bank Guarantee:
	The selected bidder has to provide an unconditional and irrevocable Performance Bank Guarantee of 5% of the contract value from a Scheduled Bank in India (other than Bank of Baroda) towards due performance of the contract in accordance with the specifications, terms and conditions of Tender document, within 15 days from the date of letter of intent (LOI). The Performance Bank Guarantee shall be kept valid three months, beyond the warranty period.
E.5	Payment Terms
	<ul style="list-style-type: none">• 100% of payment shall be released after completion of work• The Bank will release the payments, within a period of 15 working days from the date of receipt of bill on alongwith all the relevant documents. Any dispute regarding the relevant documents will be communicated to the selected Bidder within 5 days from the date of receipt of bill. After the dispute is resolved, Bank shall make payment within 15 working days from the date the dispute stands resolved.
E.6	Place of Order
	Work order will be placed by Facilities Management Deptt, Corporate Office Mumbai & Payment will also be released by our office on production of following documents. A. Original copy of Invoice B. Original copy of Delivery Challan C. Original copy of Installation report.
E.7	Validity Period of the Offer
	The offer shall remain valid for -120- days from the date of submission of tender document.
E.8	Authorized Signatory
	The selected Bidder shall submit (at the time of signing the contract) a certified copy of the extract of the



	<p>resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company or of Attorney copy to discuss, sign agreements/contracts with the Bank. The Bidder shall furnish proof of signature identification for above purposes as required by the Bank.</p> <p>The selected Bidder shall indicate the authorized signatory/ies who can discuss and correspond with the bank, with regard to the obligations under the contract.</p>
E.9	Bank of Baroda reserves the right to
	<ul style="list-style-type: none">➤ Reject any or all responses received in response to the Tender➤ Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery➤ Cancel the selection process as per Tender at any stage, without assigning any reason whatsoever➤ Alter the nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.
E.10	Cancellation of contract and compensation
	<p>The Bank reserves the right to cancel the contract of the selected Bidder and recover expenditure incurred by the Bank in the following circumstances:</p> <p>A. The selected Bidder commits a breach of any of the terms and conditions of the Tender/contract.</p> <p>B. The selected Bidder becomes insolvent or goes into liquidation voluntarily or otherwise</p> <p>C. The progress regarding execution of the contract made by the selected Bidder is found to be unsatisfactory.</p> <p>D. If the delivery is delayed by more than three weeks from the due date of delivery.</p> <p>E. If the selected Bidder fails to complete the due performance of the contract in accordance with the agreed terms and conditions of contract, The Bank would provide 30 days notice to rectify any breach/unsatisfactory progress</p>
E.11	No Legal Relationship
	<p>No binding legal relationship will exist between any of the Recipients / Respondents and Bank of Baroda until execution of a contractual agreement.</p>
E.12	Disqualification
	<p>Any form of canvassing/lobbying/influence/query regarding short listing status etc will be a disqualification.</p>
E.13	Pre-Shipment Inspections
	<p>Bank of Baroda reserves the right, but not any obligation, to undertake a pre-shipment inspection of the complete central system in a factory test environment. For this purpose, Bank of Baroda's personnel may visit the factory site, if required.</p>
E.14	Transportation and Insurance
	<p>The cost of all materials mentioned in the BOQ shall include insurance and freight. However, the Bidder has the option to use transportation and insurance cover from any eligible source. Insurance cover shall be provided by the Bidder till the successful installation of the System. The Bidders, by submitting this offer, also assure and indemnify the Bank that the goods would be replaced at no cost to Bank in case insurance cover is not provided.</p>
E.15	Liquidated Damages
	<ul style="list-style-type: none">➤ Bidder will have to pay liquidated damages (LD) to Bank of Baroda @ 1% of the contract value inclusive of all taxes, duties, levies etc., per week for delay in completion of work, to a maximum of 2% of the contract value. If delay exceeds three weeks from due date of delivery, Bank of Baroda reserves the right to cancel the entire order.➤ If the selected Bidder fails to complete the due performance of the contract in accordance with the specifications and conditions agreed during the final contract negotiation, the Bank reserves the right either to cancel the contract as a whole or to accept performance already made by the bidder and get the remaining Contract performed by another contractor. All expenses incurred by the Bank in calling fresh bids will be borne by the bidder subject to a maximum of 5 % of contract value as Liquidated Damages for non-performance.
E.16	Completion Period
	<p>The work shall be completed in all respect within one month from the date of Acceptance of work order.</p>
E.17	Limitation of Liability
	<p>Vendor's aggregate liability in connection with obligations undertaken as part of the tender regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the Total Contract Value of the Transaction. Bidder's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or third party claims or breach of confidentiality obligations shall be unlimited. Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Bidder as part of procurement under the tender. It is expressly agreed between the Parties that for any event giving rise to a claim, Bank shall have the right to make a claim (including claims for indemnification under the services provided/ product procured in this tender) against Bidder. Under no circumstances can there be multiple claims by any Party for the same event giving rise to liability. "Willful Misconduct" means any act or omission of a party which is willfully intended to harm the interests of the other party, provided however, that willful Misconduct does not include ordinary negligence, an error of judgment or mistake of a person. "Gross Negligence" means an indifference to, and a blatant violation of a legal duty with respect to the rights of others,</p>



	being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a Gross negligence.
E.18	Force Majeure
	Should either party be prevented from performing any of its obligations under this proposal by reason of any cause beyond its reasonable control like riots, civil commotion, war, lightning ,earthquake, flood, fire, strike etc. then the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives prompt notice to the other of any such factors or inability to perform, resumes performance as soon as such factors disappear or are circumvented.
E.19	Arbitration
	In the event of a dispute or difference of any nature whatsoever between Bank and the Bidder during the course of the assignment arising as a result of this proposal, the same will be settled through the process of arbitration conducted by Sole Arbitrator appointed by Bank. The place of arbitral proceedings shall be at Mumbai. The provisions of Indian Arbitration Act & Conciliation Act 1996 with the revisions thereof shall apply to the arbitration proceeding.
E.20	Indemnity
	The Bidder shall indemnify and keep indemnified, protect and save the Bank against all claims, losses, damages, costs, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. by the Bidder. The Bidder shall always remain liable to the Bank for any losses suffered by the Bank due to any technical error and negligence or fault on the part of the Bidder. The bidder shall execute an indemnity in favour of Bank on adequate non judicial paper as per Bank's satisfaction.
E.21	Risk and Title
	The bidder/agency cannot be absolved of the responsibility of ensuring the normal functioning of the equipments supplied and installed by them. They will continue to maintain the equipments during warranty period of 2 years.
E.22	No Commitment to Accept Lowest or Any Tender
	The Bank shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and condition of the tender. The Bank will not be obliged to meet and have discussions with any bidder and/or to listen to any representations.
E.23	Subcontracting
	The vendor will not subcontract or permit anyone other than the company personnel to perform any of the work, services or other performance required of the company under this Agreement without the prior written consent of the Bank.
E.24	Patent Rights
	In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods or any part thereof in India, the Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees. The Bank will give notice to the Vendor of such claim, if it is made, without delay. The Vendor shall indemnify the Bank against all third party claims.
E.25	Change Orders
	The Bank may, at any time, by a written order given to the Vendor, make changes within the general scope of the Contract for place of delivery and vendor has to accept without any extra cost to Bank.
E.26	Contract Amendments
	The contractor has to execute agreement with Bank. No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by both the parties.
E.27	Termination for Default
	The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Vendor, may terminate the Contract in whole or in part: (a) If the Vendor fails to deliver any or all of the Products and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; Or (b) If the Vendor fails to perform any other obligation(s) under the Contract. In the event the Bank terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the Vendor shall be liable to the Bank for any excess costs for such similar Products or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.
E.28	Termination for Insolvency
	Bank may, at any time, terminate the Contract by giving written notice to the Vendor if the Vendor becomes Bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, provided



	that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.
E.29	Termination for Convenience
	Bank, by written notice of one month sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.
E.30	Governing Language
	The governing language shall be English.
E.31	Warranty / Penalty
	<ul style="list-style-type: none">➤ The Vendor warrants that the products supplied under the Contract are new, unused, of the most recent or current model and they incorporate all recent improvements in design and / or features mentioned in the technical specifications. The Vendor further warrants that all the Products supplied under this Contract shall have no defect, arising from design or from any act of omission of the Vendor that may develop under normal use of the supplied products in the conditions prevailing in Bandra Kurla Complex, Mumbai, India.➤ On-site comprehensive warranty: The warranty would be on-site and comprehensive in nature and back to back support from the OEM. The vendor will warrant all the equipments against defects arising out of faulty design, materials and media workmanship etc. for a period of two years from the date of acceptance. Defective equipments shall be replaced by the vendor at his own cost, including the cost of transport etc.➤ The Vendor shall in addition comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Vendor, these guarantees are not attained in whole or in part the Vendor shall make such changes, modifications and / or additions to the Products or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.➤ Bank shall promptly notify the Vendor in writing of any claims arising under this warranty. Upon receipt of such notice the Vendor shall with all reasonable speed, repair or replace the defective products or part thereof without cost to the Bank.➤ Vendor shall repair or replace worn out or defective parts at no extra cost to the Bank.➤ The bidder/agency while carrying out installation has to co-ordinate with other agencies engaged by Bank for furnishing work. Bank will identify the location/space for installation of system in the office area and accordingly vendor should arrange to install the system with necessary fixtures and fittings as per the requirement of site.
E.32	OEM Back to Back support
	Vendor or bidder will submit necessary proof in regards of OEM back to back support by furnishing necessary documents from OEM at the time of bid submission and fulfillment letter within 15 days of Purchase Order released, before any money is released to the bidder.
E.33	Delivery and Installation Address
	<p>The equipments shall be delivered within -7- days from the date of work order.</p> <p>Bidder will be responsible for ensuring proper packing, delivery and receipt of all the materials up to the Location. Sealed packs will be opened in the presence of Bank officials.</p> <p>The complete sets of manuals shall be delivered together with the system.</p> <p>Any component which has not been delivered or is not operational after delivery, will be deemed/treated as non-delivery thereby excluding the Bank from all payment obligations under the terms of this contract. Partial delivery of products is not acceptable and payment would be released as per terms only after full delivery and installation.</p> <p>Bidder shall be excused of delay in case the installation could not be completed due to non readiness of site, which shall be determined by Bank. Decision of Bank in this regard shall be final and binding.</p>
E.34	Manual and Escalation Matrix
	Bidders have to submit the architecture of the complete solutions. Vendor shall supply technical / systems Manuals for all the Systems supplied and all required interfaces. Operation and maintenance Manuals for all the systems and applications covering the operations needed to start, run, other operations, transfer to be provided by the Vendor. The manuals shall be in English. Bidders also have to submit detailed Escalation Matrix of each location where delivery has to be done.
E.35	All the work shall be executed within the statutory compliances laid down by the Government. Safety officer from the Vendor company shall be present at site to guide the workers during the execution of work and ensure strict compliances in safety at site.
E.35	All materials to be used should be approved by OEM



E.36	<p>The rates quoted in the tender shall include all charges for clearing of site before commencement as well as after completion. The rates quoted shall be deemed to be for the finished work to be measured at site. The rates shall also be firm and shall not be subject to exchange variations, Labour conditions, fluctuations in railway freights or any conditions whatsoever. Tenderers must include the rates/ charges for transportation, sales tax and any other tax and duty or other levy levied by the central government or any State Government or local authority, if applicable and 2 years warranty on all products for quoting the Price Bid.</p> <p>However, GST shall be paid as extra.</p>
E.37	<p>Bidders to inform themselves fully.</p> <p>The contractor shall be deemed to have carefully examined the work and site conditions including Labour, the general and special conditions, specifications, schedules and drawings and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carried out his own investigations to arrive at the rates quoted in the tender. In this regard, he will be given necessary information available with the department but without any guarantee about its accuracy</p> <p>If the contractor shall have any doubt as to the meaning of any portion of the general conditions, or the special conditions or the scope of the work or the specifications and drawings or any other matter concerning the contract he shall in good time, before submitting his tender, put forth the particulars thereof and submit them to the Bank, Mumbai in writing in order that such doubts may be clarified authoritatively in writing before tendering. Once a tender is submitted the matter will be decided according to the terms & conditions of the Tender.</p>
E.38	Bidder shall submit specifications of proposed materials of OEM.
E.39	Conditional offers shall be summarily rejected
E.40	In case of fading and/or delamination and/or peeling off of Building signage -one way vision application on glass during warranty period, Bank will take legal action against Bidder and OEM, including blacklisting and shall inform all the Government authorities. Bidder has to submit undertaking for the same.
E.41	The bidder shall visit the sites, examine the nature thereof (such as metallic surface of the building etc.), facing direction/orientation of the buildings, surface heating (Surface heating temperature variation), perused the drawings and to have made himself thoroughly acquainted by his own independent observation and enquiries with the nature, position, extent and practicality of the works, means of access, storage area for material/s and all other matters which can in any way influence his tender price, as no monetary or other claims made by the tenderer on the grounds of want of knowledge/information of any or all of the aforesaid matters will be entertained. Product/s offered shall be sustainable in extreme weather condition.
E.42	Bidders have to submit letter from OEM that a) Materials proposed / procured for the work is supplied from OEM only. b) All the products are installed as per standard procedure specified by the OEM.
E.43	L-1 Bidder may be awarded upto 200% of the original work order (within -120- days from the date of Acceptance of work order) if the bidder agrees to do the job in same terms and conditions.



PRICE BID



Envelope- 3

PRICE BID

PART –B (Signages -One way vision film on Glass wall of BCC building, Mumbai)

Sl. no.	Particulars	Description	Quantity (in sft.)	Rate (Rs. /sq. ft.)	Rate in words (Rs. /sq. ft.)	Amount(Rs.)
1	Supply and installation of Bank's signage-One way vision film on glass wall of Baroda Corporate Centre	On Atrium side glass area.	6210			
	Total					
	In Words					

Note:
Bidders should quote the rates which will include all taxes and duties except GST. GST will be paid as extra as per govt. guidelines. Payment will be made on the actual quantities of the job to be executed.

Name:
Firm:
Seal
Signature
Date
Place