

**TENDER FOR SELECTION OF VENDORS FOR
Co-branding activities at Inderlok Metro Station of DMRC
Network New Delhi**

***North Delhi Regional Office
Third Floor, Bank of Baroda Building
16, Parliament Street
New Delhi-110001***

Date: 20/03/2025

[A] Important Dates:

#	Particulars	Timeline
1	RFP Issuance Date	20/03/2025
2	RFP Coordinator details	<ul style="list-style-type: none"> • Manager – Premises Deptt.. New Delhi Regional office Contact No. - 011-23442745/1362 Email Id - pe.northdelhi@bankofbaroda.com
3	Availability of RFP document	RFP will be available on our Bank website www.bankofbaroda.in/tenders/ The RFP may be downloaded from the Tender Section by the Bidders. No hard copy of the RFP will be made available by the Bank.
3	Tender Fee	NA
4	Earnest Money Deposit	(Rs.1% of estimated cost) (Rupees Sixty thousand Only) in the form of Bank Guarantee of an equal amount issued by a Commercial Bank (other than Bank of Baroda) located in India, valid for 8 months.
5	Last Date of Submission of RFP Response (Closing Date and Place for receipts of bids)	3:00 PM on 09/04/2025 Premises Department. Third Floor, Bank of Baroda Building 16, Parliament Street New Delhi-110001
6	Last Date of Written request for Clarifications Before the Pre-bid Meeting	3:00 PM on 29.03.2025 Bidder to submit a maximum of -2- participant's name, contact number, designation and e-mail ID for pre bid meeting on Pe.northdelhi@bankofbaroda.co.in along with pre-bid queries.
7	Pre - bid Meeting details	<ul style="list-style-type: none"> • Pre bid meeting will be held at 3rd floor , Bank of Baroda Building , Sansad Marg , New Delhi on 29.03.2025 at 17.00 HRS.
8	Eligibility and Technical Bid Opening Date	3:30 PM on 09/04/2025
9	Commercial Bid	The commercial bids of only those bidders who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible bidders.



10	Time period for Completion of work	60 days from 7 th day of work order or date of agreement.
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[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

- Bank, BOB means 'Bank of Baroda'
- RFP means the Request For Proposal document
- Proposal, Bid means "Response to the RFP Document"
- Tender means RFP response documents prepared by the bidder and submitted to Bank of Baroda
- Support means Support & Services to be provided as part of the Scope of Work
- Annual Maintenance Cost (AMC)
- Central Vigilance Commission (CVC)
- Earnest Money Deposit (EMD)
- Service Level Agreement (SLA)
- Single Person of Contact (SPOC)
- SITC means Supply, Installation, Testing and Commissioning.
- POC means "proof of concept"
- OEM means" Original equipment manufacturer".

Please note:

- Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - An entity incorporated, established or registered in such a country; or
 - A subsidiary of an entity incorporated, established or registered in such a country; or
 - An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - An entity whose *beneficial owner* is situated in such a country; or
 - An Indian (or other) agent of such an entity; or
 - A natural person who is a citizen of such a country; or



- A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- The beneficial owner for the purpose of (iii) above will be as under:
 - In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

- “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
- “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with **India unless such contractor is registered with the Competent Authority.**

Debarment from bidding means (Refer 151 of GFR 2017)

- (i) A bidder shall be debarred if he has been convicted of an offence—
(a) Under the Prevention of Corruption Act, 1988; or

- (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- (ii) A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Department of Commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.
- (iii) A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website.
- (iv) The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment

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Introduction

Bank of Baroda is one of the largest Public Sector Bank (PSU) in India with a branch network of over 8100+ branches in India and 95+ branches/offices overseas including branches of our subsidiaries, distributed in 15+ countries.

Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051 (hereinafter referred to as the “Bank”) which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this RFP document, hereinafter called RFP, to eligible Bidders, hereafter called as ‘Bidders’, participate in the competitive bidding for Co-branding activities at Inderlok Metro Station of DMRC Network under New Delhi Zone.

Bank invites sealed applications from vendors having experience in Co-branding activities and having offices /service facilities in New Delhi Zone, who qualify as per the eligibility criteria given in the Tender documents.

• Project overview and Scope of Work

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda (“the Bank”) to select a Service Provider for Co-branding activities at Inderlok Metro Station of DMRC Network under New Delhi Zone.

The Bank, for this purpose, invites proposal from Bidders who are interested in participating in this RFP who fulfill the eligibility criteria mentioned under Annexure 02 and are also in a position to comply with the Project Scope mentioned in Annexure 08. Apart from the above the bidder must also agree to all our terms & conditions mentioned under this RFP.

The detailed scope of work and technical specifications are mentioned in the Annexure 08 & Annexure16. However, Bank reserve the right to modify/ change the scope of work at any phase of this contract

• Contract Period

The Bank shall enter into an agreement with successful service provider for a period of -2- years 1 year DLP & 1 years of Comprehensive annual maintenance contract), beginning from the date of successful Completion of the project. Successful completion of project will be deemed completed only when all the requirements contracted by the Bank are provided and accepted by the Bank as per the requirements of the contract executed between the Bank and the selected service provider.

The contract can be extendable based upon satisfactory performance on mutually agreed terms acceptable to Bank.

- **Pre-Qualification for Submission of Bid**

Bidders satisfying the eligibility conditions (mentioned in Annexure 02) and General terms and conditions specified in this document and ready to provide the said “Services” in conformity with Scope of Work stipulated in Annexure 08, may submit their bid on or before the time line stipulated in the [A] Important Dates. Bids submitted by any other means will not be accepted by the Bank.

- **Security Deposit/Earnest Money Deposit**

- Bidders are required to provide an Earnest Money Deposit (EMD) of an amount as mentioned in “[A] Important Dates - Bid Security (Earnest Money Deposit)” at the time of submission of the bid document. The proof of same is required to be submitted along with bid documents. The Bank may reject the bid of concerned bidder if they fails to provide the EMD. Bid Security (Earnest Money Deposit) shall be in the form of a Bank Guarantee of an equal amount issued by a Commercial Bank (other than Bank of Baroda) located in India, valid for 8 months.
- Initial Security Deposit:- An amount equivalent to 2% of the accepted tender value shall be deposited by the successful bidder towards initial security deposit within 14 days of award of contract. The EMD already submitted will be adjusted in the Initial Security deposit. Hence, the Bidder has to submit the difference amount only. Bank Guarantee issued from a scheduled Bank valid for a period of 60 days beyond the date of all contractual obligation will also be acceptable.
- Security Deposit: The security deposit shall be an amount equivalent to 5% of the actual executed work or gross value of the final bill. The security deposit shall comprises of EMD, Initial security deposit. 50 % of the security deposit shall be released on issue of virtual completion certificate and removal of materials, site clearance etc. from site. Remaining 50% shall be released 14 days after the end of satisfactory completion of defects liability period.
- The total security deposit will be kept with the Bank till warranty period. Total Security Deposit shall be refunded without interest to the contractor on completion of defects liability period (One Year), provided he has satisfactorily carried out all the works and attended to rectification of all defects in accordance with the conditions of the contract. In case of failure on the part to do so, the cost of rectifying the defects through any other agency shall be deducted from the amount of security deposit due to the contractor.
- Bid submitted without the Earnest money deposit will be rejected. Non-submission of Earnest Money Deposit in the format prescribed in RFP will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned by the Bank within two weeks from closure of the RFP. No interest shall be paid on Bid security deposit to unsuccessful Bidders. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Security Deposit of total amount in form of BG.
- The bid security amount/ Earnest money deposit (EMD) would be forfeited in the following scenarios:
 - In case the bidder withdraws their bid prior to validity period of the bid for any reason whatsoever;
 - In case of the successful bidder, if the bidder



- Refuses to accept and sign the contract as specified in this document within 1 month of issue of contract order/letter of intent for any reason whatsoever; or
 - Fails to provide the performance guarantee within 30 days from the purchase order date, for any reason whatsoever; or
 - Fails to comply with any other condition precedent to signing the contract specified in the solicitation documents.
- Exemption to Bidders from submission of Bid Security Amount / EMD:
 - Exemption from submission of EMD shall be given to bidders, who are Micro and Small Enterprises (MSEs) / Startups. The bidders who are MSE has to submit necessary document issued by NSIC or MSE firms who are registered with MSME & UDYAM or any other Body specified by Ministry of Micro, Small and Medium Enterprises are eligible for EMD Exemption and the bidders who are startups have to be recognized by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC/DIPP/District Industries Centers/ MSEs registered under Udyam Registration (UR)/ Directorate of Handicrafts and Handloom/ Coir Board/ Khadi and Village Industries Board/ Khadi and Village Industries Commission/ any other Body specified by Ministry of Micro, Small and Medium Enterprises which are valid on last date of submission of the tender documents. MSEs/startups firms which are in the process of obtaining NSIC certificate/ DIPP or the above mentioned Authority will not be considered for EMD exemption. Bidder has to submit a “Bid Security Declaration” accepting that if they withdraw or modify their bids during period of validity of the bid, they will be suspended for 6 months. Preference to make in India initiative

Government has issued Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 15.06.2017 and subsequent revisions vide Order No. 45021/2/2017-PP (BE-II) dated 16-9-2020 to encourage ‘Make in India’ and to promote manufacturing and production of goods, services and works in India with a view to enhancing income and employment.

Preference will be given with the criteria laid down by Bank and as per procedures laid down in Public Procurement (Preference to Make In India) order 2017, revision dated 16/09/2020 vide order P-45021/2/2017-PP (BE – II) dated 16-9-2020 issued by GOI.

The guidelines under PPP-MII order and subsequent revisions as mentioned above shall be applicable subject to bidder submitting with Class-I/Class-II local content certificate for the quoted product.

This project involves use of customized/specialized gadgets requiring the personnel employed to safeguard public & Bank’s property. It is prudent to have firms with the requisite experience in this field. Hence, considering the procurement of services related to Public and Bank’s property, no exemptions/relaxation shall be given to any Entity.

- **Performance Bank Guarantee**

- The successful bidder shall provide a Performance Bank Guarantee (PBG) within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided under Annexure 11. The value of PBG should be 5% of the total contract value, valid for entire period of the contract plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a Nationalized Bank only, other than Bank of Baroda.

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

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

- If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the bid security amount/ EMD provided by the bidder, will be forfeited.

- **Sub - Contracting**

The selected service provider/ vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under this project. In case any particular specialized service in the prescribed in the scope of work requires subcontracting, it need to be specified in the proposal/ response document with all the details of the work/ services. Please note that no work/services shall be subcontracted without the prior permission from the Bank in writing

- **Service Level Agreement and Non-Disclosure Agreement**

- The successful bidder shall execute a) Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA) (As per Annexure12), which contains all the services and terms and conditions of the services to be extended as detailed herein. The successful bidder shall execute the SLA and NDA and provide the same along with acceptance of Purchase Order.

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

- **Compliance with Laws**

- Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project. Also the bidder shall comply with the provisions of code of wages, and other labor welfare legislations. in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or

comply with the above and all other statutory obligations arising there from. The Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

- The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above.

- **Termination**

- Bank reserves the right to terminate this RFP at any stage without any notice or assigning any reason.

- At any time during the course of the RFP process or before the award of contract or after execution of the contract that one or more terms and conditions laid down in this Request For Proposal has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information, Bank may terminate his contract and may invoke performance bank guarantee or forfeit the security deposit as the case may be. Further bank may impose such restriction/s on the defaulting bidder as it deemed fit.

- After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same, In such an event, the bidder is bound to make good the additional expenditure which the Bank may have to incur for the execution of the balance of the contract

- **Grievance Redressal and Dispute Resolution**

- Any bidder who claims to have a grievance against a decision or action with regards to the provisions of this RFP may file a request to the Assistant General Manager (Regional Head) at rm.northdelhi@bankofbaroda.com. It may please be noted that the grievance can be filed by only that bidder who has participated in Procurement proceedings in accordance with the provisions of this RFP. All letters must be addressed to the following:

Assistant General Manager & Regional Head
North Delhi Region
3rd Floor, Bank of Baroda Building
16, Parliament Street
New Delhi-110001

Dispute Resolution:

- The Bank and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers of the Bank and the Bidder, any disagreement or dispute arising between them under or in connection with this RFP.

- If the Bank's project manager and Bidder's project manager/ director are unable to resolve the dispute within thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and Bank respectively.

- If within thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Bank, the Bank and the Bidder are unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.

- All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings.
- The seat and place of arbitration shall be New Delhi. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings.
- The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party.

- **Governing Laws**

This RFP and the subsequent contract shall be governed and construed and enforced in accordance with the laws of India. Both the Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this RFP, only the courts in New Delhi shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

- **Prevention of Corrupt and Fraudulent Practices**

- As per Central Vigilance Commission (CVC) directives, it is required that every participating bidders required to signed an integrity pact as per the Annexure 12 of this RFP.
- Every Bidders / Suppliers / Contractors are expected to observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of the policy:
 - "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution AND
 - "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

- **Authorized Signatory**

The selected Service Provider shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected Service Provider shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the

company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The Bidder shall furnish proof of signature identification for above purposes as required by the Bank.

- **Bid submission by related parties**

- If related parties (as defined below) submit more than one bid then both /all bids submitted by related parties are liable to be rejected at any stage at Bank's discretion:

- Bids submitted by holding company and its subsidiary company;
- Bids submitted by two or more companies having common director/s
- Bids submitted by partnership firms / LLPs having common partners
- Bids submitted by companies in the same group of promoters/management

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

- **Right to Reject Bids**

Bank reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. The bid is liable to be rejected if:

- It is not in conformity with the instructions mentioned in the RFP document.
- It is not accompanied by the requisite Earnest Money Deposit (EMD).
- It is not properly or duly signed.
- It is received through Telex / telegram / fax
- It is received after expiry of the due date and time.
- It is incomplete including non- furnishing the required documents.
- It is evasive or contains incorrect information.
- There is canvassing of any kind.
- Submitted by related parties
- It is submitted anywhere other than the place mentioned in the RFP.

Further Bank reserves the rights to:

- Reject any or all responses received in response to the RFP
- Extend the time for submission of all proposals
- Cancel the RFP at any stage, without assigning any reason whatsoever.
- Visit the place of work of the bidder
- Conduct an audit of the services provided by the bidder.
- Ascertain information from the Banks and other institutions to which the bidders have rendered their services for execution of similar projects.
- Revise any part of the tender document, by providing a written addendum at any stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on Bank's website.

- **General Terms and conditions**

- The RFP document is not a recommendation; offer to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank

and any successful service provider as identified by the Bank, after completion of the selection process as detailed in this document.

- **Information Provided:** The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.
- **For Respondent Only:** The RFP document is intended solely for the information of the party to whom it is issued (“the Recipient” or “the Respondent”) and no other person or organization.
- **Costs Borne by Respondents:** All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.
- **No Legal Relationship:** No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.
- **Recipient Obligation to Inform Itself:** The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
- **Evaluation of Offers:** Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of Bidder, not limited to those selection criteria set out in this RFP document.
- The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement. The bidders unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.
- **Acceptance of Terms:** the bidders will, by responding to the Bank’s RFP document, be deemed to have accepted the terms as stated in this RFP document
- Only one submission of response to RFP by each Respondent will be permitted.
- The Bank expects the Bidder to adhere to the terms of this tender document and would not accept any deviations to the same.
- The Bank expects that the Service Provider appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.
- Unless agreed to specifically by the Bank in writing for any changes to the issued tender document, the Bidder responses would not be incorporated automatically in the tender document.
- The Bank will notify the Respondents in writing as soon as practicable after the RFP Evaluation Complete date, about the outcome of the RFP evaluation process, including whether

the Respondent's RFP response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.

- All responses received after the due date/time as mentioned in “[A] Important Dates - Last Date of Submission of RFP Response (Closing Date)” would be considered late and would be liable to be rejected. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.
- The Bank has established RFP coordinators to provide a venue for managing bidder relationship and other requirements through the Bank's decision making body for contract clarification. All the queries and communication must be addressed to the RFP coordinators / contact persons from the Bank mentioned in “[A] Important Dates - RFP Coordinator”
- Recipients are required to direct all communications for any clarification related to this RFP to RFP Coordinator.
- All questions relating to the RFP, technical or otherwise, must be in writing and addressed to the addresses given in point “[A] Important Dates” above. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications. The Bank will try to reply, without any obligation in respect thereof, every reasonable question raised by the Respondents in the manner specified.
- However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.
- Respondents should invariably provide details of their email address (as) as responses to queries will only be provided to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.
- The Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.
- Bidder should submit their Eligibility & Technical and Commercial bids.
- All submissions, including any accompanying documents, will become the property of the Bank. The bidder shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents
- All responses should be in English language. All responses by the bidder to this tender document shall be binding on such bidder for a period of 180 days after opening of the bids.
- The bidder may modify or withdraw its offer after submission but prior to the closing date and time as prescribed by Bank. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.

- The bidders required to quote for all the components/services mentioned in the “Project scope” and all other requirements of this RFP. In case the bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- Based on the Bank’s requirements as listed in this document, the bidder should provide their commercial. In case the bidder unable to fulfill the requirements, then their response would be considered as improper and the whole tender submitted by the Bidder is liable to be rejected. The Bidder is expected to provide the best option and quote for the same.
- In the event the bidder has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Bidder’s and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to the Bank.
- The Bank is not responsible for any assumptions or judgments made by the bidder for proposing the deliverables. The Bank’s interpretation will be final.
- The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Bidder and responded by the Bidders have been quoted for by the Bidder, and there will be no extra cost associated with the same in case the Bidder has not quoted for the same.
- All out of pocket expenses, traveling, boarding and lodging expenses for the entire period of the contract should be a part of the financial bid submitted by the Bidder to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
- Responses to this RFP should not be construed as an obligation on the part of the Bank to award a contract / purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- By submitting a proposal, the bidder agrees to contract with the Bank within the time period prescribed by the bank. Failure on the part of the successful bidder to execute an agreement with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.
- The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the bidders. In the event the bidders not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing
- The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required

and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP.

- The bidder covenants and represents to the Bank the following:
 - It is duly incorporated, validly existing and in good standing under as per the laws of the state in which the entity is incorporated.
 - It has the corporate power and authority to enter into Agreements and perform its obligations there under.
- The execution, delivery and performance under an Agreement by bidder:
 - Will not violate or contravene any provision of its documents of incorporation;
 - Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
 - Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;
- The bidder shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.
- The Bank would not assume any expenses incurred by the bidder in preparation of the response to this RFP and also would not return the bid documents to the Bidders
- The Bank will not bear any costs incurred by the bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.
- The Bank reserves the right to extend the dates for submission of responses to this document.
- Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all bidders and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.
- Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all bidders for clarification of their offer. The Bank has the right to disqualify the bidder whose clarification is found not suitable to the proposed project.
- No Commitment to Accept Lowest bid or Any Tender – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of procurement. The Bank will not be obliged to meet and have discussions with

any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase

- Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct information of the services being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- Price Discussion – It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted.
- If the Bank is not satisfied with the offers in the tender document and observes major deviations, the bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject bid.
- The Bidder shall perform its obligations under this Tender as an independent contractor, and shall not engage subcontractors to perform any of the Deliverables or Services without the prior permission from Bank. Neither this Tender nor the Bidder’s performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Bidder or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.
- The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub-contractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.

- **Information Confidentiality**

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

- **Disclaimer**

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining

from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

• **Annexure 01 - Guidelines for submission details**

Technical Bid envelope to contain the following (All the Documents should be signed by authorized representative of bidder)		
Section#	Section Heading	Performa Given
•	Covering letter certifying compliance of Eligibility Criteria and Scope of Work compliance	Bidder to provide
•	Eligibility criteria compliance with bidder comments	Annexure 02
•	Undertaking as Per Rule 144 (xi) in the General Financial Rules (GFRs), 2017. Declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23 rd July 2020 issued by Ministry of finance department of expenditure. (Signed /Digitally signed documents from authorized representative of bidder & OSD/ OEM)	Annexure 03 along with Copy of certificate of valid registration with the Competent Authority (If applicable)
•	Earnest Money Deposit from Bidder (UTR/BG details/or Bid Security Declaration (For Micro and Small Enterprises (MSE) / Startups))	Annexure 04
•	Letter of Undertaking from the bidder	Annexure 05
•	Conformity Letter	Annexure 07
•	Technical Proposal: The proposal based on Technical Specification compliance should be submitted with pages properly numbered, each page signed and stamped.	Bidder need to provide the documents for compliance of all technical requirement mentioned in Annexure 08
•	Copy of the tender document along with annexures and addendum duly sealed and signed on all the pages of the document from authorized representative of bidder.	Bidder to provide
•	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	Bidder to provide
•	A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank.	Bidder to provide (To submit Board Resolution copy of authorizing official to submit the Bid)



•	Integrity Pact (Bidder to submit duly Signed and Stamped/ digitally signed by Authorized Signatory on proper stamp paper Integrity Pact along with Bid.)	Bidder to provide detailed Annexure 12
•	Service Level And Non-Disclosure Agreement Format	Annexure 13
•	Declaration/ undertaking from bidder to comply with the Information and cyber security controls	Bidder to provide
Commercial Bid should be strictly as per Commercial bid format (Annexure - 10) in separate envelope. Any commercial bid submitted not in conformity with Annexure - 10 and provided along with the Eligibility and Technical bid, then whole bid will be rejected outright.		

• **Annexure 02 - Evaluation Terms**

The evaluation/selection process will be done with **combination of eligibility cum technical competence and commercial aspects** as detailed here below.

Submission of BIDs/Tender Documents:

- Envelop 1 - Part – I - Technical Bid, shall contain following documents:
Duly signed & Filled Technical bid (along with all requisite proofs) accepting all terms and conditions of the tender
Proof for having paid EMD /BG/ Requisite Documentation required in seeking Exemption
POA / Resolution authorizing the signatory to participate in the bidding and signing all documents

- Envelop 2 - Part – II – Duly filled in Price Bid should be enclosed in SEPARATE ENVELOPES All in separately sealed covers to be put in a single cover.

Envelopes

- Technical Bid Cover-1 superscribe the envelop “ TECHNICAL BID”
- Price Bid - Cover-2 superscribe the envelop PRICE BID
- Both the envelopes should be placed in another single cover and super scribed “NOTICE FOR SELECTION OF VENDOR FOR Co-branding activities at Inderlok Metro Station of DMRC Network under North Delhi Region” and physically submitted at the tender box at following address:

**Premises Deptt.
16, Third Floor, Sansad Marg,
Bank of Baroda Building
Parliament Street, New Delhi-110001**

Stage 1 – Eligibility Evaluation: Stage 1 will be to ascertain the eligibility & technical competence of the vendor/service provider/system integrator/lead bidder to bid for the project. Only those bidders who fulfil the minimum eligibility criteria mentioned below will proceed to the next step.

Stage 2- Commercial Bid Evaluation Criteria

Commercial bids shall be opened only for those bidders who comply with all the technical requirements detailed in this RFP document. The final selection of the Bidder shall be based on **lowest commercial** (i.e. L1 bidder) quote criteria submitted by the bidders.

- **Eligibility Criteria**

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

- The firm must be registered and have sufficient number of technical and administrative employees. The applicant should submit their credentials along with a list of employees, contact details etc.
- The firm must be at least Two (2) years similar experience.
- The firm requires furnishing their PAN No, GST Registration certificate.

"The firm should have successfully executed similar projects, such as co-branding for metro stations, railway stations, airports, bus stops, and the installation and maintenance of same across India", for PSU/ PSBanks/ Scheduled Banks/ Financial Institutions/ State and Central Govt. Organizations/ reputed MNC/ Private Companies, Insurance companies. The work order must be in the name of the firm only (i.e. sub contracts are not accepted). (Work orders and work completion certificates must be enclosed.)

Should have successfully completed similar works (as mentioned above) during the last 7 years ending last day of month previous to the one in which application is submitted (i.e. the completed works up to 28.02.2025 shall only be considered), as under:-

- Three works, each costing not less than 24.00 lacs
[or]
- Two works, each costing not less than Rs.30.0 lacs
[or]
- One work costing not less than Rs.48.0 lacs.
- The firm must have full-fledged offices in Name of the Cities. The list of service center with Contact details and staff details must be attached. Preference will be given to those who have service centers in all districts of Name of the Cities.
- The firm must enclose company's certificate of Registration.
- Average annual financial turnover during the last 3 years ended 31.03.2024 should not be less than Rs.18.0 lacs year in similar activities (in case companies with multiple business interests).
- Satisfactory / Completion Certificates and Purchase Order copies or LOI copies from clients etc from Central / State Govt. / PSU / Banks / Financial Institutions / Reputed MNC/ Private Companies etc for similar Cobranding of Metro Station, railway stations, airports, bus stops, and the installation and maintenance of same across India".



- The applicant must comply to Bank's terms for Payment, delivery, rate contract and penalty
- The applicant must comply to Bank's Technical terms and AMC conditions
- Firm must have GST registration.
- Applicant should have offices/sales offices & maintenance centers in Name of the Cities
- Having sufficient number of experienced personnel, technical know- how, equipment, instruments and other resources, to complete the project well in time with superior quality of materials & workmanship as per standard specifications.
- Applications by those Manufacturers / Suppliers who do not submit performance certificate from their previous employers are liable to be summarily rejected.

Interested and eligible firms may submit the applications duly filled and sign and stamp of each page with all the necessary certificates, EMD and documents including price bid as per the enclosed Checklist.

Bidders have to keep checking our website for any additional instructions/ Addendum, till tender submission time. Bidders who submit applications without attaching the addendum if any will be rejected.

Following Data to be filled by the bidder:-

1	<ul style="list-style-type: none">• Name of the applicant / organization• Address of the Registered Office (Phone Nos, Fax Nos & Email ID & Contact Person)	
2	Year of establishment	
3	Type of the organization (Whether sole proprietorship, Partnership, Private Ltd. or Ltd. Co. etc.) (Enclose certified copies of documents as evidence)	
4	Name & qualification of the Proprietor / Partners / Directors of the Organization / Firm a) b) c) Enclose certified copies of document as evidence	
5	Details of registration – Whether Partnership firm, Company, etc. Name of Registering Authority, Date and Registration number.	



	Enclose certified copies of document as evidence	
6	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)	
7	<ul style="list-style-type: none">No. of years of experience in the field and details of work in any other field.Whether ISO certified, furnish the details.	
8	Area of business activities other than manufacturing of chairs, if any, and place of business.	
9	Registration of firm under Shop & Establishments Act, 1948	
10	[a] Yearly turnover of the organization during last 3 financial years (year wise) (Avg. turnover of last 3 years should not be less than Rs. 54 lacs) and furnish audited Balance Sheet and Profit & Loss A/c for the last –3- financial years. [b] Average turnover in 2021-2022 2022-2023 2023-2024	
11	Enclose copy of acknowledge of latest income tax return filed with I.T. authorities.	
12	PAN No.	
13	Details of registration for sales tax.	
14	GST Registration No.	
15	Excise No.	
16	Detailed description and value of works done (Proforma-1) and works on hand (Proforma-2)	
17	Empanelment with other Companies/PSUs	
18	Other infrastructural information to be used/ referred for this project (Proforma-4) List of available plants, machineries, equipments etc.	



19	Furnish the names of –3- responsible persons along with their designation, address, Tel.No. etc., for whose organization, 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.
20	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 court, place, and status of pending litigation.	
21	Information relating to any litigation is pending before any Arbitrator for adjudication of any litigation or else any litigation was disposed off during the last ten years by an arbitrator. If so, the details of such litigation are required to be submitted.	
22	Have you been ever disqualified (blacklisted) or levied penalty by any bank/PSU in past 10 years for non-fulfillment of the contractual obligations. If yes, please provide details.	
23	Applications of agencies who failed to fulfill their commitments to bank during the currency of their previous contract for any procurement shall not be considered for evaluation of this prequalification. A self-declaration in this regard to be furnished by the bidder	
24	Have you in past carried out any work for Bank of Baroda or its subsidiaries? If yes, give details.	
25	Escalation Matrix along with details of communications	
26	Whether the Bidder has been Funded by Bank of Baroda	Yes/No
	The Bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017. or	



	<p>The Bidder is from such a country and has been registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure I to the said Office Memorandum / Order and we submit the proof of registration herewith. Undertaking as per Annexure 3 and Copy of certificate of valid registration with the Competent Authority (If applicable)</p> <p>(signed documents from authorized representative of bidder)</p>	
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All dates if not specified to be applicable from the date of the RFP.

The technical bids of only those bidders who fulfill the above mentioned eligibility criteria will be evaluated. The Technical Proposal submitted by the Bidder will be evaluated as per the criteria specified mentioned below:



Technical Bid Evaluation Criteria:

PROFORMA – 1

LIST OF PROJECTS EXECUTED BY THE ORGANISATION DURING LAST 7 YEARS

Sl No	Name of work with address.	Name & full postal address of the owner. Specify	Contract Amount In 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

(Minimum Value of Work done not less than ₹ 24.00 lacs in one year)

Notes:

- Information has to be filled up specifically in this format. Please do not write remark “ As indicated in brochure”.
- Date shall be reckoned as on **31.03.2024**
- For certificates, the issuing authority shall not be less than an Executive in charge.

• **PROFORMA - 2**

LIST OF IMPORTANT WORKS ON HAND Min Value of work (₹ 24.00 lacs)

Sl. no	Name of work/ project with address.	Name & full postal address of the owner. Specify whether Govt.	Contract Amount In Rs. with copy of Work Order & completion	Stipulated time of completion (Years)	Present status of the project	Any other relevant Information.



		undertaking along with name, address and contact nos. of –2- persons (top officials of the organization)	certificate from project in- charge.			
1	2	3	4	5	6	7

• **Note:**

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

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

Bidders who meet these criteria would only qualify for the commercial bid opening.

• **Commercial Bid Evaluation**

The commercial bids of only those bidders who qualify in eligibility and technical bid evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible Bidders. Bidders are required to quote as per the Commercial Bid format mentioned under Annexure 09.

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

The proposal of L1 (Lowest Bidder) shall be recommended for award of contract.

Commercial Bids Terms

- In the event the Bank has not asked for any quotes for alternative prices, and the bidder furnishes the alternative price in the Bidder’s financial bid, the higher of the prices will be taken for calculating and arriving at the Total Cost of Ownership. However, payment by the Bank will be made at the lower price. The Bank in this case may also reject the offer outright.
- In the event optional prices are not quoted by the bidder, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the participating Bidder will be taken as the costs, for such alternatives and also for arriving at the Total Cost of Ownership for the purpose of evaluation of the Bidder. The same item has to be supplied by the Bidder free of cost
- The bidder is requested to quote in Indian Rupee (INR). Bids in currencies other than INR would not be considered. The date for opening of price bids would be communicated separately to the successful bidders post the completion of the technical evaluation.
- The prices and other terms offered by bidders must be firm for an acceptance period of 120 days from the opening of the commercial bid.



- In case of any variation (upward or down ward) in Government levies / taxes / cess / duties etc. which has been included as part of the price will be borne by the bidder. Variation would also include the introduction of any new tax / cess/ duty, etc provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like GST and any taxes introduced instead of GST and levies associated to GST or any new taxes introduced after the submission of bidder's proposal shall be passed on or adjusted to the Bank. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Necessary documentary evidence should be produced for having paid any tax/cess/duty, if applicable, and or other applicable levies.
- If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than GST and if the Bank has to pay the same for any of the items or supplies made here under by the bidder, for any reason including the delay or failure or inability of the bidder to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Bidder along with the documentary evidence. If the Bidder does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Bidder from the Bank along with the interest calculated at commercial rate.
- Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected Bidder will be final and binding on the bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the bidder".
- The Bank is not responsible for any assumptions or judgments made by the bidder for arriving at any type of costing. The Bank at all times will benchmark the performance of the bidder to the RFP and other documents circulated to the bidder and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the bidder must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents. The Bank shall not be responsible for any assumptions made by the bidder and the Bank's interpretation will be final.
- The Commercial Offer should give all relevant price information and should not contradict the Technical Offer in any manner. There should be no hidden costs for items quoted.
- The Bank is not responsible for the arithmetical accuracy of the bid. The bidders will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Bidder. The Bank at a later date will not accept any plea of the bidder or changes in the commercial offer for any such assumptions.
- Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP

• **Annexure 03- Declaration/ Undertaking from bidder**

Regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure

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

To

The Assistant General Manager & Regional Head

3rd Floor, Bank of Baroda Building

16, Parliament Street, New Delhi-110001

Sir,

Sub: RFP for Co-branding activities at Inderlok Metro Station of DMRC Network under North Delhi Region

We, M/s ----- are a private/public limited company/LLP/Firm *<strike off whichever is not applicable>* incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at -----
----- (referred to as the "Bidder") are desirous of participating in the Tender Process in response to your captioned RFP and in this connection we hereby declare, confirm and agree as under:

We, the Bidder have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.

In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

Please strike off whichever is not applicable

- "I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is not from such a country."
- "I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is from such a country. I hereby certify that _____ fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached.]"

In case the work awarded to us, I/ we undertake that I/ we shall not subcontract any of assigned work under this engagement without the prior permission of bank.

Further we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that our subcontractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our subcontractor fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached herewith.]”

2. We, hereby confirm that we fulfill all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process.

We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

3. This declaration cum undertaking is executed by us or through our Authorized person, after having read and understood the terms of RFP and the Office Memorandum and Order.

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

List of documents enclosed:

1. Copy of certificate of valid registration with the Competent Authority (strike off if not applicable)

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- **Annexure 04- Bid Security Letter (Earnest Money Deposit)**
- **(Bidder need to provide the details of Bid Security (EMD))**

To,
The Assistant General Manager & Regional Head
3rd Floor, Bank of Baroda Building
16, Parliament Street, New Delhi-110001

Sir,

Sub: RFP for Co-branding activities at Inderlok Metro Station of DMRC Network under North Delhi Region

Dear Sir,

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

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

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

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

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

- We....., undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time to the extent of Rs.....(Rupeesonly) an amount equivalent to the EMD against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the vender . any of the terms and conditions contained in the RFP and in the event of the VENDOR commits default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the RFP or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs.....(Rupees..... only) as may be



claimed by you on account of breach on the part of the VENDOR of their obligations in terms of the RFP.

- Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the VENDOR has committed any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee but will pay the same forthwith on your demand without any protest or demur.
- This Bank Guarantee shall continue and hold good until it is released by you on the application by the VENDOR after expiry of the relative guarantee period of the RFP and after the VENDOR had discharged all his obligations under the RFP and produced a certificate of due completion of work under the said RFP and submitted a "No Demand Certificate" provided always that the guarantee shall in no event remain in force after the day of Without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
- Should it be necessary to extend Bank Guarantee on account of any reason whatsoever, we undertake to extend the period of Bank Guarantee on your request under intimation to the VENDOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.
- You will have the fullest liberty without affecting Bank Guarantee from time to time to vary any of the terms and conditions of the RFP or extend the time of performance of the RFP or to postpone any time or from time to time any of your rights or powers against the VENDOR and either to enforce or forbear to enforce any of the terms and conditions of the said RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the VENDOR or any other forbearance, act or omission on your part of or any indulgence by you to the VENDOR or by any variation or modification of the RFP or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs.....(Rupees.....only) as aforesaid or extend the period of the guarantee beyond the said day of unless expressly agreed to by us in writing.
- The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the VENDOR or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the VENDOR.
- In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the VENDOR hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
- Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the VENDOR from time to time arising out of or in relation to the said RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
- Any notice by way of demand or otherwise hereunder may be sent by courier, telex, fax, e-mail or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
- The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees here before given



- to you by us (whether jointly with others or alone) and now existing un-cancelled and that Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
- The Bank Guarantee shall not be affected by any change in the constitution of the VENDOR or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
 - The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
 - We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the VENDOR.
 - Notwithstanding anything contained herein above;
 - i) our liability under this Guarantee shall not exceed Rs.....(Rupees.....only);
 - ii) this Bank Guarantee shall be valid up to and including the date and
 - iii) we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
 - We have the power to issue this Bank Guarantee in your favor under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

For and on behalf of

Branch Manager

Seal & Address

Pro forma for MSE / Startups in lieu of EMD

For Micro and Small Enterprises (MSE) / Startups need to provide Bid Security Declaration in following format in lieu of Form Bid security (EMD)

(For Micro and Small Enterprises (MSE) / Startups)

To,

The Assistant General Manager & Regional Head

3rd Floor, Bank of Baroda Building

16, Parliament Street, New Delhi-110001

Sir,

Sub: RFP for Co-branding activities at Inderlok Metro Station of DMRC Network under North Delhi Region

I/We, the undersigned, declare that M/s.....is a Micro and Small Enterprise and the copy of registration certificate issued by NSIC/DIPP for Micro and Small Enterprises (MSE) / Startups which are valid on last date of submission of the tender documents are enclosed.

- I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration as per Rule 170 of General Financial Rules (GFRs)2017 by Micro and Small Enterprises (MSEs).

OR

2A. as per the tender / RFP no:floated for at para no: a Bid

Declaration Form in lieu of Bid Security is required to be submitted by me/ as per Rule 170 of General Financial Rules (GFRs)2017 by Micro and Small Enterprises (MSEs).

- I/We accept that I/We may be disqualified from bidding for any contract with you for a period of 6 months from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We
 - a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
 - b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.
- I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.
- I/We declare that I am the authorized person ofto make the declaration for and on behalf of Letter of Authority for executing declaration is enclosed

Signed: (insert signature of person whose name and capacities are shown)

in the capacities of : (insert legal capacities of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: in case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the Bid)

• **Annexure 05- Undertaking from the Bidder**

To

The Assistant General Manager & Regional Head

3rd Floor, Bank of Baroda Building

16, Parliament Street, New Delhi-110001

Sir,

Sub: RFP for Co-branding activities at Inderlok Metro Station of DMRC Network under North Delhi Region

Having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.

- If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.
- We agree to abide by this Tender Offer for 120 days from date of commercial bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
- All 'Bill of Material' line items have been quoted as per requirement in Commercial Bid format without any deviation.
- Commercial Bid (Annexure 09) have been submitted without any deviation.
- This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- a) We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
 - Commission or gratuities, if any paid or to be paid by us to agents relating to this Bid and to Contract execution, if we are awarded the Contract are listed below.
 - Name and Address of the Agent -(please specify NA if not applicable)
 - Amount and Currency in which Commission paid / payable -(please specify NA if not applicable)
 - Purpose of payment of Commission (If commission is not paid / not payable indicate the same here) -(please specify NA if not applicable)
- We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.

- We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

• **Annexure 06 - Pre Bid Queries Form**

(Please note that all pre-bid queried need to be send by email in excel format only)

[Please provide your comments on the Terms & conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Scope of work, Approach, Work plan, Personnel schedule, Curriculum Vitae, Experience in related projects etc. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.]

Name of the Respondent:

RFP name and no:

Contact Person from Respondent in case of need.

Name :

Tel No:

e-Mail ID:

Sr. No.	Page #	Point / Section #	Category (Eligibility/ Scope / Commercial / Legal / General / Any Other)	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation
1					
2					
3					
4					
5					
6					

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

• **Annexure 07- Conformity Letter**

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

To

The Assistant General Manager & Regional Head

3rd Floor, Bank of Baroda Building

16, Parliament Street, New Delhi-110001

Sir,

RFP for Co-branding activities at Inderlok Metro Station of DMRC Network under North Delhi Region

Further to our proposal dated, in response to the Request for Proposal..... (Bank's tender No. hereinafter referred to as "RFP") issued by Bank of Baroda ("Bank") we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

- **Annexure 08- Project Details and Scope of Work**

- **Project Scope**

Bank of Baroda invites applications from Co-branding activities at Inderlok Metro Station of DMRC Network in New Delhi Zone. Applicants who fulfill the eligibility criteria as detailed above need only apply. Duly completed applications in the prescribed format with required documents etc. should be submitted before last date of submission.

- **Detailed Scope of work :**

SALIENT POINTS TO BE NOTED BY THE BIDDERS FOR COMPLIANCE:-

- The scope of work offered for Co-Branding under this tender will be strictly as per scope A as per of chapter 5 of the RFP document under this tender.

CATEGORY	SCOPE
A	<ul style="list-style-type: none"> • 250 sqm Indoor advertisement space • 100 sqm outdoor ad space • 3 Canopy(6 ft X 6 ft Sqft each) • 10 sqm retail space • Indoor/Outdoor coloring in brand color • Prefix/Suffix to existing name of the station

- The prefixing and suffixing is to be done with a separate font/color/size as distinct from the DMRC signage at the said station.
- **In addition to the above Co-Branding of name at the metro station as prefix/suffix to the Station Name, the licensee shall be granted advertisement rights at the Inderlok metro station to design, procure / manufacture, install, manage, operate, maintain, market and sell advertising opportunities subject to the terms and conditions specified in the License Agreement and with prior approval of DMRC Ltd.**
- **Bidder is prohibited from carrying information or graphic or other items relating to alcohol and tobacco products.**
- Old contents are to be removed from Signage after obtaining prior approval from competent authority.
- All security controls as per Bank policy and regulatory guidelines should be implemented as part of the solution.
- All hardware supplied should not be End Of Service Life (EOSL) in the next 10 years after installation date and necessary spares should be available during the AMC period.
- All software access if any should be on secured ports.
- No extra payment will be given to the contractor. All inclusive rates to be quoted except GST.
- The scope of work is to carry out for the Proposed LED digital/normal signage at various locations under control of Name of the Bank
- The tenderer should visit the site to ascertain the working conditions and local authority/DMRC regulations / restrictions if any and other information required for the proper execution of the work.
- The work may be carried out on any floor level as per site condition. Please note that materials, scaffolding and machines are required to be carried on head load and the same must be accounted in the costing. Please note that no separate cost shall be allowed for head load.



- The work has to be started within 7 (Seven) Days from the date of receipt of work order/ mark out at site; whichever is later. In case of work not being started within this stipulated period, the bank reserves the right to cancel the work order duly forfeiting the Earnest money deposit
- No employee of the Bank is allowed to work as a contractor for a period of 2 years of his/her retirement from Bank Services without previous permission of the Bank. This contract is liable to be cancelled, if either the contractor or any of his employees is any time to be such a person who had not obtained the permission of Bank as aforesaid before submission of the tender or engagement in the contractor's service.
- Bank has the right to offer the contractor to modify the old material wherever/ whenever necessary instead of new supplies
- The contractor should fulfill the labour regulation guidelines stipulated by the governments
- No advance payment in any form will be granted for the works proposed
- Period of taking up the final bill will be one month from/ after satisfactory completion or the date of submission of the final bill whichever is later.
- The Bank shall at all reasonable times 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 BOB/Architect/consultant and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by the BOB 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.
- 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, labor, and materials as are normally required for examining measuring sampling and testing any material or part of work before incorporation in the work for testing as may be selected and required by the Architect/consultant.
- All samples of adequate numbers, size, shades & pattern as per specifications shall be supplied by the contractor without any extra charges. 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 Bank. Before submitting the sample / literature the contractor shall satisfy himself that the material / equipment for which he is submitting the sample / literature meet with the requirement of tender specification. Only when the samples are approved in writing by the Bank the contractor shall proceed with the procurement and installation of the particular material / equipment. The approved samples shall be the signed by the Bank for identification and shall be kept on record at site office until the completion of the work for inspection / comparison at any time.
- The cost of making any test shall be borne by the contractor if such test is intended by or provided for in the specification or BOQ.
- Warranty/Defects Liability Period: - 1 years after successful completion of work.
- Develop concept, create designs, graphics, drawings, adaptations, suggest structures, etc. for co-branding of Inderlok metro station. Suffixing/Prefixing of BANK OF BARODA name & logo (both in English & Hindi) at all places (outdoor & indoor) wherever name of Inderlok station is displayed / to be displayed. The created design after being approved by BANK OF BARODA & DMRC has to be fabricated & installed as per specifications of DMRC/BANK OF BARODA.

- The agency shall do all liaison work and shall obtain all approvals, permits, etc. from all competent and required authorities, including DMRC (station, fire, signal officer etc. all agencies as mentioned in individual BOQ items) and different tiers of government, statutory, local, civic authorities, etc. at its own cost.
- Creation of BANK OF BARODA approved designs, fabrication & installation of advertisement signage on outdoor structures/façade of the station including glass/ walls/ aluminum panels etc. as permissible by DMRC/Bank of Baroda. The periodical make over / change of advertisements shall be done as per the content approved by BANK OF BARODA & DMRC. If any structural stability certificate demanded by BOB / DMRC/other statutory authority, the same shall be provided by the vendor from approved Govt. institution / agency without levying any extra cost. The appointed agency or bidder shall be solely responsible for the liability and stability of the structure related to any work executed at the subject site, whether it is part of the tender or an extra item. Bank of Baroda (BOB) and the architect will not be held accountable for any damage caused by the work executed by the appointed agency/bidder.
- If any change in space allocations by DMRC, same has to be taken approval by the vendor in coordination with Bank of Baroda.

- **Payment Terms:-**

- No advance is payable.
- On successful Commissioning of the Co - Branding including all the documentations from Statutory Body (if any) ----- 95% payment will be paid and 5% will be held till completion of the warranty period . However it can be converted into Bank Guarantee for the same amount and same period.
- Payment shall be made by way of Electronic fund transfer and the bill will be paid by Respective Branches /Offices. Firm should furnish details of the bank, a/c no, IFSC code.

- **Right to Alter Quantities**

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

Annexure 09- Technical Specifications

GENERAL & TECHNICAL

1 POINT WIRING:-

1.1. Definition :-

A point including socket outlet point shall include all work necessary in complete wiring to the various outlets from the controlling switch or MCB.

The scope of wiring for a point shall include the circuit wiring from distribution board to the switch board and from switch board to the individual point. The wiring includes the phase, neutral and earth wire as required.

1.2. Scope :-

Following shall be deemed to included in point wiring.

- i. Conduit/casing and capping/channels as the case may be, accessories for the same and wiring cables between the switch box and the point outlet, loop protective earthing of each fan / light fixture.
- ii. All fixing accessories such as clips, nails, screws, Phil plug, rawl plug etc as required.
- iii. Metal / PVC switch boxes for control switches, regulators, sockets etc, recessed or surface type of modular type or piano type with sheet as required and as mentioned in BOQ.
- iv. Outlet boxes, junction boxes, pull-through boxes etc, but excluding metal boxes if any, provided with switchboards for loose wires/conduit terminations.
- v. Any special block required for neatly housing the connector.
- vi. Control switch or MCB, as specified in BOQ / drawings.
- vii. 3 / 5 pin or 6 pin socket, ceiling rose or connector as required.
- viii. Connections to ceiling rose, connector, socket outlet, lamp holder, switch etc.
- ix. Bushes conduit or porcelain tubing where wiring cables pass through wall etc.

Material :-

- i The system of wiring shall consist of ISI marked single core, PVC insulated, FRLS, 1100 volt grade, stranded, flexible copper conductor wires as per IS : 694 amended up to date.
- ii The Conduit and accessories shall be of mild steel of ISI marked (IS:9537) ERW black, stove enameled, screwed type. The wall thickness of conduits shall be 16 SWG for 20, 25 and 32 mm dia conduits and 14 SWG for 40 and 50 mm dia conduits.
- iii The Conduit and accessories shall be of ISI marked (IS:9537-III, 3419 & 2509) heavy duty Rigid PVC. The wall thickness shall be 2 mm (Heavy grade) for all conduits to be laid in RCC slab and the 1.5 mm (Medium grade) for all conduits to be laid in Brick walls.

1.3 Conductor Size :-

Wiring shall be carried out with following sizes of wires –

- | | | |
|----|--|-------------------|
| a. | Light/fan/call bell/ exhaust fan point - | 1.0 / 1.5 sq mm. |
| b. | 5 amp plug points - | 1.0 / 1.5 sq mm.. |
| c. | Light circuit - | 1.5 sq mm. |
| d. | 5 amp plug points for computers - | 2.5 / 1.5 sq mm. |
| e. | General / Primary Power point - | 4.0 sq mm. |
| f. | Secondary Power point - | 2.5 sq mm. |
| g. | Power point for AC - | 4.0 / 6.0 sq mm. |

1.4 Size of Earth wires shall be as per following table -

Size of point/ circuit / submain wires	-	Earth wire
2x1.5 sqmm.	-	1x1.0 / 1.5 sqmm.
2x2.5 sqmm.	-	1x1.5 sqmm.
2x4 sqmm.	-	1x2.5 sqmm.
2x6 sqmm.	-	1x4 sqmm.
2x10 sqmm.	-	1x6 sqmm.
2x16 sqmm.	-	1x6 sqmm.
4x6 sqmm.	-	2x4 sqmm.
4x10 sqmm.	-	2x6 sqmm.
4x16 sqmm.	-	2x6 sqmm.

2. MEASUREMENT :-

2.1. Point wiring :-

i. Unless and otherwise specified, there shall be no linear measurement for point wiring for light points, fan points, exhaust fan points and call bell points. These shall be measured on unit basis by counting.

ii. No separate measurement will be made for interconnections between points in the same distribution circuit and for the circuit protective (loop earthing) conductors between metallic switch boxes.

2.2 Point wiring for socket outlet points :-

i. The light plug (5A/6A) point and power (5A/15A) point shall be measured on unit basis by counting. The submain / circuit wiring to socket outlets is included in the item, from the respective

tapping point of live cable, namely switch box, another socket outlet point, or the sub distribution board as the case may be, up to the socket outlet.

ii. The metal box with cover, switch/MCB socket outlet and other accessories shall also be included in the above item.

2.3 Group control Points wiring :-

i. In the case of points with more than one point controlled by the same switch, such point shall be measured in parts i.e.(a) from the switch to the first point outlet as one point (Primary point), and (b) for the subsequent points each shall be treated as separate point (additional/secondary).

2.4 Multiple controlled call bell Points wiring :-

In the case of call bell points with a single call bell outlet, controlled from more than one place, the point shall be measured in parts i.e. (a) from the call bell outlet to one of the nearest ceiling roses meant for connection to bell push, treated as one point and (b) from that ceiling rose to the next one and so on, shall be treated as separate point(s).

3. CIRCUIT AND SUBMAIN WIRING :-

3.1. Circuit wiring :-

Circuit wiring shall mean the wiring from the distribution board up to the first tapping point inside the switch board. (This is included in the point wiring)

3.2. Sub main wiring :-

Sub main wiring shall mean the wiring from one main/distribution switchboard to another board / panel and from Distribution Board to Power Outlet / AC Outlet.

4. MEASUREMENT OF SUBMAIN / CIRCUIT WIRING :-

Sub main wiring shall be measured on linear basis along the run of the wiring. The measurement shall include all length from end to end of conduit or casing and capping as the case may be, exclusive of interconnections inside the switch board etc. The increase on account of diversion or slackness shall not be included in the measurement.

5. SYSTEM OF DISTRIBUTION AND WIRINGS :-

i. Main distribution board shall be controlled by the circuit breaker. Each outgoing circuit shall be controlled by a circuit breaker on the phase or live conductor.

ii. The branch distribution board shall be controlled by a circuit breaker. Each outgoing circuit shall be provided with a MCB of specified rating on the phase or live conductor.

iii. The load of the circuits shall be divided, as far as possible, evenly between the number of ways of the distribution boards, leaving at least one spare circuit for future extension.

iv. The neutral conductors (incoming and outgoing) shall be connected to a common link (multi way connector) in the distribution board and be capable of being disconnected individually for testing purposes.

Wiring shall be separate for essential loads (ie those fed through stand by supply) and non-essential loads throughout.

6. BALANCING OF CIRCUITS :-

The balancing of circuits in three wire or poly phase installations shall be arranged up to the satisfaction of the Engineer-in-charge.

7. WIRING SYSTEM :-

The wiring shall be done only by the “Looping system”. Phase or live conductors shall be looped at the switch boxes. For point wiring neutral / earth wire looping for the first point shall be done in the switch box, and neutral / earth looping of subsequent point will be made from point outlet.

Lights, fans and call bells shall be wired in the ‘lighting’ circuits. 15A/16A socket outlets and other power outlets shall be wired in the ‘Power’ circuits. 5A/6A socket outlets shall also be wired in the “Lighting” circuit unless mentioned otherwise.

The wiring throughout the installation shall be such that there is no break in the neutral wire except in the form of a linked switch gear.

Surface wiring shall run, as far as possible, along the walls and ceiling so as to be easily accessible for inspection.

In all types of wiring, due consideration shall be given for neatness, good appearance and safety.

Color coding :

Phase	:	Red / Yellow / Blue (three phase wiring)
Live	:	Red (single phase wiring)
Neutral	:	Black
Earth	:	Green

8. PASSING THROUGH WALLS OR FLOORS :-

i. When wiring cables are to pass through a wall, these shall be taken through a protection (steel/PVC) pipe or porcelain tube of suitable size such that they pass through in a straight line without twist or cross in them on either end of such holes. The ends of metallic pipe shall be neatly bushed with porcelain, PVC or other approved material.

Where a wall pipe passes outside a building so as to be exposed to weather, the outer end shall be bell mouthed and turned downwards and properly bushed on the open end.

All floor openings for carrying any wiring shall be suitably sealed after installation.

9. JOINTS IN WIRING :-

- i. No bare conductor in phase and/or neutral or twisted joints in phase, neutral, and/or protective conductors in wiring shall be permitted.
- ii. There shall be no joints in the through-runs of cables. If the length of final circuit or sub main is more than the length of a standard coil, thus necessitating a through joint, such joints shall be made by means of approved mechanical connectors in suitable junction boxes.
- iii. Termination of multi stranded conductors shall be done using suitable crimping type thimbles.

10. CONFORMITY TO I.E. ACT, I.E. RULES AND STANDARDS :-

- i. All electrical works shall be carried out in accordance with the provisions of the Indian Electricity Act, 1910 and Indian Electricity Rules 1956 amended up to date.
- ii. The work shall also conform to relevant Indian Standard codes of practice for the type of work involved.

In all electrical installation works, relevant safety codes of practice shall be followed.

The complete wiring installation shall conform to IS : 732 amended up to date.

11. GENERAL REQUIREMENTS OF COMPONENTS :-

11.1 Quality of Materials :-

All materials and equipment supplied by the contractor shall be new. They shall be of such design, size and material as to satisfactorily function under the rated conditions of operation and to withstand the environmental conditions at site.

11.2 Rating of Components :-

- i. All components in a wiring installation shall be of appropriate ratings of voltage, current and frequency, as required at the respective sections of the electrical installation in which they are used.
- ii. All conductors, switches and accessories shall be of such size as to be capable of carrying the maximum current which will normally flow through them, without their respective ratings being exceeded.

11.3 Conformity of standards :-

All components shall conform to relevant Indian Standard specification, wherever existing. Materials with ISI certification mark shall be preferred. However for conduits, wiring cables, piano/tumbler switches and socket outlets, ISI marked materials shall only be permitted.

11.4 Interchangeability :-

Similar parts of all switches, lamp holders, distribution fuse boards, switch gears, ceiling roses, brackets, pendants, fans and all other fittings of the same type shall be interchangeable in each installation.

SWITCHES & RECEPTACLES (Piano Type)

1. CONTROL SWITCHES FOR POINTS :-

- i. The switch box or regulator box shall be hot dipped galvanized, factory fabricated. The wall thickness shall not be less than 1.2 mm (18 gauge) for boxes up to a size of 20 cm x 30 cm, and above this size 1.6 mm (16 gauge) thick boxes shall be used. The metallic boxes shall be duly painted with anticorrosive paint before erection.
- ii. Where a large number of control switches and/or fan regulators are required to be installed at one place, these shall be installed in more than one outlet box adjacent to each other for ease of maintenance.
- iii. An earth terminal with stud & 2 metal washers shall be provided in each box for termination of protective conductors and for connection to socket outlet/metallic body of fan regulator etc.
- iv. Clear depth of the box shall not be less than 50 mm, and this shall be increased suitably to accommodate mounting of fan regulators in flush pattern.
- v. The fan regulators can also be mounted on the switch box covers, if so directed by the Engineer-in-charge.
- vi. Control switches (single pole switches) carrying not more than 16 A shall be of piano type, as specified, and the switch shall be "ON" when the nob is down.
- vii. Control switch shall be placed only in the live conductor of the circuit. No single pole switch or fuse shall be inserted in the protective (earth) conductor, or earthed neutral conductor of the circuit.

All switches, regulators, outlets & other accessories shall be selected in consultation with the client/architect/consultants approval.

- viii. All switches shall be as per IS 3854 amended up to date.

2. SOCKET OUTLETS :-

- i. Socket outlet shall be of the same type, white piano type as their control switches. These shall be rated either for 5A/6A or 15A/16A. Combined 5A/15A or 6A/16A six pin socket outlet shall be provided in 'power' circuits.
- ii. In an earthed system of supply, socket outlets and plugs shall only be of 3 pin type, the third pin shall be connected to earth through protective (loop earthing) conductor. 2 pin or 5 pin sockets shall not be permitted to be used.
- iii. Every socket outlets shall be controlled by a switch or MCB, as specified. The control switch/MCB shall be connected on the 'live' side of the line.
- iv. Outlet boxes for socket outlets (both 15A/16A and 5A/6A) points shall be of size 175 mm x 100mm.

v. Unless and other wise specified, the control switches for the 5A/6A and 15A/16A socket outlets shall be kept along with the socket outlets.

All sockets shall be as per IS 1293 amended up to date.

3. SWITCH BOX COVERS :-

Phenolic laminated sheets of approved white shade (same as switches and sockets) shall be used for switch box covers. These shall be of white 3 mm thick synthetic phenolic resin bonded laminated sheet as base material and conforming to grade P-I of IS:2036-1974, Secured to the box with counter sunk C.P. Brass Screws. The corners of cover plates shall be at right angle.

4. SWITCHES & BOXES (Modular Type)

i. The switch box or regulator box shall be made of metal on all sides, except on the front. The boxes shall be used of the same make and model as of modular switches. In no case the locally manufactured switch boxes will be accepted. The size of box shall be governed by the number of switches/outlets/regulators on the respective board. The boxes shall be either made out of G I Sheet or M S Sheet with zinc plating and yellow passivation to complies with the rust test as per IS 3854. The boxes should have slotted holes for level adjustments. The boxes shall be fitted with riveted brass earth terminals for earth connections. The thickness of boxes shall be minimum 1.0 mm for upto 8 modules and minimum 1.20 mm for above 8 modules.

ii. Clear depth of the box shall not in a range of 50 mm to 65 mm depending upon the size of board and manufacturer.

iii. Control switch shall be placed only in the live conductor of the circuit. No single pole switch or fuse shall be inserted in the protective (earth) conductor, or earthed neutral conductor of the circuit. The switches shall be provided with silver contacts. The neutral should make first and breaks last.

iv. Socket outlet shall be rated either for 5A/6A or 15A/16A. 5/6 Amp sockets shall be of 5 pin type with shutters. Combined 5A/15A or 6A/16A six pin shuttered socket outlet shall be provided in `power' circuits. The earth pin shall be connected to earth through protective (loop earthing) conductor. All sockets shall be provided with safety shutters to allow easy entry of two pin plugs without the need to force the earth terminal by unsafe means. All sockets shall confirm to IS:1293.

v. Every socket outlet shall be controlled by a switch, as specified. The control switch shall be connected on the `live' side of the line.

vi. The switches and sockets shall be manufactured using engineering plastic to make it fire retardant and highly resistant to impact.

vii. The fan speed regulators shall be of electronic and stepped type

viii. The RJ-45 data socket shall be suitable for cat5/cat 6 data cables.

ix. Gold plated contacts shall be provided in all communication jacks to enhance data and voice transmission..

Maximum number of PVC insulated 650/ 1100 Volt grade copper conductor cable that can be drawn into rigid steel conduit.

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Nominal cross sectional area of conductor in Sq. mm.	20 mm	25 mm	32 mm	40 mm
1.50	5	10	14	-
2.50	5	8	12	-
4.00	3	8	10	-
6.00	2	5	8	-
10.00	-	3	5	6
16.00	-	-	3	6
25.00	-	-	2	4

Note :-

The above table shows the maximum capacity of conduits for a simultaneous drawing of cables.

TABLE – 2

Girder clips or clamps

S.No.	Size of conduit	Width	Thickness
i.	20 mm	19 mm	0.9 mm (20 SWG)
ii.	25 m	19 mm	0.9 mm (20 SWG)
iii.	32 mm & above	25 mm	1.2 mm (18 SWG)

FIRE SAFETY MEASURES:

The agency shall appoint a Manager/Supervisor whose scope of services with respect to this agreement shall also include following:

Employ and engage as their own employees, trained, skilled and qualified staff and endeavor to maintain and provide services to full satisfaction and to pay their wages and salaries regularly and promptly.

Ensure that fire detection and suppression measures were installed inside his premises are kept in good working condition at all times. The appointed agency will at any case keep firefighting equipment as per DMRC requirements as indicated by the Fire officer / Authorized representative of DMRC inside his premises in good working condition at all times and also train and keep trained all his employees in the use of these equipment. The appointed agency will be solely responsible for any loss of life or property due to nonfunctional of fire safety facilities in emergencies. The fire officer / authorized personnel, of the employee/DMRC will have unfettered access to the said

premises, for inspection / checking of fire detection and suppression measures etc. The instructions issued by the employee/DMRC fire officer shall be obeyed and complied with fully without any demur. Any costs associated with carrying out the instructions of the fire officer/ authorized personnel of the employee/DMRC will be borne solely by the appointed agency.

Ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits / fires and observing all notified statutory provisions and standards.

FIRE INSURANCE

a) The Contractor shall at the time of signing the contract insure the works and keep them insured until the virtual completion of the contract, against loss or damage by fire and all natural calamities and against all other risks in an office to be approved by the Employer in the joint names of the Employer and Contractor (the name of the former being placed first in the policy) for the full amount of the contract and for further sum if called upon 'to do so by the Architect, the premium of such further sum being allowed to the Contractor as an authorised extra.

Such policy shall cover the property of the employer only, and shall not cover any property of the Contractor or of any sub-contractor or employees. The contractor shall deposit the policy and receipts for the premiums with the Employer within 10 days from the date of signing the Contract. In default of the Contractor insuring as provided above. The employer on his behalf may so insure and may deduct the premiums paid from any money due or which may become due to the contractor. The Contractor shall as soon as the claim under the policy is settled, or the work reinstated by the Insurance Office should they elect to do so proceed with all due diligence with the completion of the works in the same manner as though the fire had not occurred and in ask respects under the same conditions of contract. The Contractor in case, of rebuilding or reinstatement after fire, shall be entitled to such extension of time for completion as the architect deems fit in consultation with the owner.

The amount so due as aforesaid shall be the total value of the works duly executed and of the contract materials and goods delivered upon the site for use in the works upto and including a date not more than seven days prior to the date of the said Certificate less the amount to be detained by the Employer (as hereinafter provided) and less any installments previously paid under this clause. Provided that such Certificates shall only include the value of the said materials and goods as and from time as they are reasonably properly and not prematurely brought upon the site and then only if property stored and /or protected against weather.

• **Annexure 11 - Performance Guarantee**

BANK GUARANTEE

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To

The Assistant General Manager & Regional Head

3rd Floor, Bank of Baroda Building

16, Parliament Street, New Delhi-110001

WHEREAS M/S (Name of Bidder) a Company registered under the Indian Companies Act, 1956 and having its Registered Office at (Please provide complete address) (hereinafter referred to as "Bidder") was Bandra Kurla Complex

Awarded a contract by Bank of Baroda (the Bank) vide their Purchase Order no. dated (Hereinafter referred to as "PO") for

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

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

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

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

- We..... do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs./- (Rupees only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the Bidder of any of the terms and conditions contained in the PO and RFP / SLA and in the event of the Bidder committing default or defaults in carrying out any of the work or discharging any obligation under the PO or RFP document or otherwise in the observance and



performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs...../-.(Rupees only) as may be claimed by you on account of breach on the part of the Bidder of their obligations or default in terms of the PO and RFP.

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

- The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to you by us (whether jointly with others or alone) and now existing enforce and this Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
- The Bank Guarantee shall not be affected by any change in the constitution of the Bidder or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
- The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
- We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the Bidder shall have no claim against us for making such payment.
- Notwithstanding anything contained herein above;
 - our liability under this Guarantee shall not exceed Rs./- (Rupeesonly)
 - this Bank Guarantee shall be valid and remain in force upto and including the date and
 - we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
- We have the power to issue this Bank Guarantee in your favor under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

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

For and on behalf of

Branch Manager

Seal and Address

Annexure 12- Integrity Pact

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

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of _____ month, 20____,

Between

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

And

.....hereinafter referred to as "The Bidder"

Preamble

BOB is \ one of the nationalized PSU Bank having its presence through its 8100+ of branches and 95+ administrative offices throughout India and 15+ overseas territories. BOB is committed to fair and transparent procedure in appointing of it's outsource service providers.

The BOB intends to appoint/ select, under laid down organizational procedures, contract/ s for..... The BOB values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s).

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

Section 1 - Commitments of BOB

- The BOB commits itself to take all measures necessary to prevent corruption and to observe the following principles
- No employee of the BOB , personally or through family members , will in connection with the tender for , or the execution of a contract, demand ; take a promise for or accept, for self or third person, any monetary or non-monetary benefit which the person is not legally entitled to.
- The BOB will, during the tender process treat all Bidder(s) with equity and reason. The BOB will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- The BOB will make endeavor to exclude from the selection process all known prejudiced persons.
- If the BOB obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the BOB will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)

- The Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:
- The Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the BOB's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- The Bidder(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- The Bidder(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the BOB as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- The Bidder(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, similarly the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s).
- The Bidder(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- Bidder(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 - Compensation for Damages

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

Section 5 - Previous transgression

- The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Bidders / Subcontractors

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

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

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

Section 8 - Independent External Monitor

- Following have been appointed Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. The name and e-mail address of the IEMs are as follows:

Shri Umesh Kumar (email id- umeshkumar84@rediffmail.com)

Dr. Sandeep Tripathi (email id- sandeeptrip.ifs@gmail.com)

The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders as confidential.
- The Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BOB including that provided by the Bidder. The Bidder will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed 'Non-Disclosure of Confidential Information'. In case of any conflict of interest arising during the selection period or at a later date, the IEM shall inform BOB and recuse himself / herself from that case.



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

Section 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 documents in English and shall extend all possible help for the purpose of such examination.

Section 10 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the selected Bidder till the contract period, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by BOB .

Section 11 - Other provisions

- This agreement is subject to Indian Law. Place of performance and jurisdiction is the Head Office of the BOB, i.e. Vadodara.
- Changes and supplements as well as termination notices need to be made in writing.
- If the Bidder is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- Issues like scope of work, Warranty / Guarantee etc. shall be outside the purview of IEMs.
- In the event of any contradiction between the Integrity Pact and RFP/ RFQ/ tender documents and its Annexure, the Clause in the Integrity Pact will prevail

(For & On behalf of the BOB)

(For & On behalf of Bidder)

(Office Seal)

(Office Seal)

Place-----

Date-----

Witness1:

(Name & Address)

Witness2:

(Name & Address)

• **Annexure 13 - Service Level and Non-Disclosure Agreement**

This Agreement is made in Vadodara this..... Day of 20... by and between BANK OF BARODA, body corporate constituted under the Banking Companies [Acquisition & Transfer of Undertakings] Act 1970 having its Head Office at Mandvi, Baroda and Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400051, hereinafter for brevity sake referred to as “Bank” (which expression shall, unless repugnant to the context or meaning, include its successors and assigns) of the one Part;

AND

_____, a company incorporated under the Companies Act 1956/ 2013, India, _____ having _____ its _____ registered _____ office _____ at _____, hereinafter referred to as “the Service Provider” (which expression shall, unless repugnant to the context and meaning thereof include its subsidiaries, affiliates, successors and permitted assigns) of the other Part,

(Bank and the Service Provider hereinafter are individually referred to as “Party” and collectively as “Parties”)

• **WHEREAS**

Bank of Baroda is one of the largest public sector banks (PSU) in India with a branch network of over 8100+ branches in India and 95+ branches/ offices overseas including branches of our subsidiaries, distributed in 15+ countries. Bank desires to select a Service Provider forAnd had invited offers.

In response to RFP no ----- dated ----- issued by Bank, the Service Provider also submitted its offer and has represented that it is engaged in the business of It further represented to Bank that it has the requisite skill, knowledge, experiences, experts, staff and capability to provide required service to Bank. Relying on representations of Service Provider and other applicable criteria, Service Provider was declared as a successful bidder in the RFP evaluation process. Accordingly Bank has issued a -----.

It was a condition in the RFP that the Parties would enter into a Service Level and Non-Disclosure Agreement which shall include all the services and terms and conditions of the services to be extended as detailed here in.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS

• **DEFINITIONS**

- Bank, BOB means ‘Bank of Baroda’
- AMC means Annual Maintenance Contract
- SLA means Service Level Agreement

• **TERM**

This Agreement shall come into force on _____ and shall be in force and effect for a period -----, unless Bank terminates the Agreement by giving a prior written notice of 30 days as per the terms of this Agreement.

- **SCOPE OF SERVICE**

The Service Provider agrees to perform the services as part of the scope of this engagement including but not limited to as mentioned in Schedule I (Scope of Work) of this Agreement. BOB reserves its right to change the scope of the services considering the size and variety of the requirements and the changing business & security conditions /environment with mutual consent.

- **STANDARDS**

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

- **DELIVERY**

The work should be completed in Three (3) weeks from the date of the work order issued to the contractor to commence the work.

- **Annual Maintenance Contract (AMC) after expiry of warranty period**

1 The Service Provider will enter into an AMC agreement with BOB at the sole discretion of BOB, after the expiry of warranty period to support the Hardware & Software supplied for a minimum period of one year at the rate quoted in Commercial Proposal/ agreed between the Parties.

2 The Payment for AMC charges will be released by BOB after the expiry of warranty period on quarterly basis.

- **DOCUMENTATION**

The Service Provider shall supply all necessary documentation for the training, use and operation of the system. This will include at least one set of original copies per installation of the user manuals, reference manuals, operations manuals, and system management manuals in English/ Hindi.

- **SINGLE POINT OF CONTACT & DIRECT SUPPORT**

(Please incorporate following details – Name, designation, address, email address, telephone /mobile No.

Escalation matrix for support should also be provided with full details.

- **PAYMENT TERMS**

- No advance is payable.
- On successful Commissioning of the co-Branding -----90% payment will be paid and 10% will be held till completion of the warranty period (i.e. 1 years from virtual completion of work). However it can be converted into Bank Guarantee for the same amount and same period.

- **SET-OFF**

Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to set-off or adjust any amounts due to Bank under this clause from the Service Provider against payments due and payable by Bank to the Service Provider for the services rendered.

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

• COVENANTS OF THE SERVICE PROVIDER

The Service Provider shall deploy and engage suitably experienced and competent personnel as may reasonably be required for the performance of the services. During the currency of this Agreement, the Service Provider shall not substitute the key staff identified for the services mentioned in this Agreement.

The Service Provider shall forthwith withdraw or bar any of its employee/s from the provision of the services if, in the opinion of BANK:

- (i) The quality of services rendered by the said employee is not in accordance with the quality specifications stipulated by BANK; or
- (ii) The engagement or provision of the services by any particular employee is prejudicial to the interests of BANK.

All employees engaged by the Service Provider shall be in sole employment of the Service Provider and the Service Provider shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the Service Provider.

The Service Provider:

- shall be responsible for all negotiations with personnel relating to salaries and benefits, and shall be responsible for assessments and monitoring of performance and for all disciplinary matters.
- shall not knowingly engage any person with a criminal record/conviction and shall bar any such person from participating directly or indirectly in the provision of services under this Agreement.
- shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel.
- shall not exercise any lien on any of the assets, documents, instruments or material belonging to BANK and in the custody of the Service Provider for any amount due or claimed to be due by the Service Provider from BANK.
- shall regularly provide updates to BANK with respect to the provision of the services and shall meet with the personnel designated by BANK to discuss and review its performance at such intervals as may be agreed between the Parties.
- shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but not limited to code of Wages Act, Provident Fund laws, Workmen's Compensation Act) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations.
- shall not violate any proprietary and intellectual property rights of BANK or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights in course of providing services hereunder.
- shall ensure that the quality and standards of materials and services to be delivered or rendered hereunder, will be of the kind, quality and timeliness as designated by the BANK and communicated to the Service Provider from time to time.



- shall not work in a manner which, in the reasonable opinion of BANK, may be detrimental to the interests of BANK and which may adversely affect the role, duties, functions and obligations of the Service Provider as contemplated by this Agreement.
- shall be liable to BANK for any and all losses of any nature whatsoever arisen directly or indirectly by negligence, dishonest, criminal or fraudulent act of any of the representatives and employees of the Service Provider while providing the services to the BANK.
- shall itself perform the obligations under this Agreement and shall not assign, transfer or sub-contract any of its rights and obligations under this Agreement except with prior written permission of BANK.
- shall comply ESG, BRSR and other related parameters including the Declaration of Human Rights, Inclusive of those in the International Bill of Rights and Declaration of Fundamental Rights at work (1998) as per the International Labour Organization as well as the United Nations Guiding Principles on Business and Human Rights and the National Guidelines on Responsible Business Conduct
- Service Provider shall comply with the Bank's Code of Ethics, available on the Bank's website>Shareholder's Corner> Policies/Codes> Our Code of Ethics, during the validity period of this agreement/contract.

• **CONFIDENTIALITY**

The Service Provider acknowledges that in the course of performing the obligations under this Agreement, it shall be exposed to or acquire information of the bank, which the Service Provider shall treat as confidential.

- a. All BOB's product and process details, documents, data, applications, software, systems, papers, statements and business / customer information which may be communicated to or come to the knowledge of Service Provider or Service Provider's employees during the course of discharging their obligations shall be treated as absolutely confidential and Service Provider irrevocably agrees and undertakes and ensures that Service Provider and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without prior written permission of BOB. The Service Provider shall not use or allow to be used any information other than as may be necessary for the due performance by Service Provider of its obligations hereunder.
- b. Service Provider shall not make or retain any copies or record of any Confidential Information submitted by BOB other than as may be required for the performance of Service Provider.
- c. Service Provider shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information.
- d. Service Provider shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also so far as it is practicable Service Provider shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Service Provider or its affiliates.
- e. Service Provider shall extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.

f. Service Provider hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of the engagement Agreement/ Work Order or any other oral or written information which may contain, hold or bear confidential information or disclose the information submitted by BOB under any other Agreement to any third party unless such disclosure is mandatorily required by law or if it is required necessarily to be disclosed to any other agency/subcontractor or the like for the purpose of performing any of its obligations under the contract.

However, the Confidential Information will not be limited to the information mentioned above but not include the following as Confidential Information:

- i. Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
- ii. Prior to the disclosure by BOB was known to or in the possession of the Service Provider at the time of disclosure;
- iii. Was disclosed or parted with the prior consent of BOB;
- iv. Was acquired by Service Provider from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from BOB.
 - The Service Provider agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.
 - In any dispute over whether information or matter is Proprietary Information or not mentioned herein, it shall be the burden of Service Provider to show that such contested information or matter is not Proprietary Information within the meaning of this Agreement, and that it does not constitute violation under any laws for the time being enforced in India.

Notwithstanding above, bob shall take all the reasonable care to protect all the confidential information of service provider delivered to BOB while performing of the services.

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

• **INDEMNITY**

The Service Provider shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

- Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Service Provider under this Agreement; and/or
- an act or omission of the Service Provider and/or its employees, agents, sub-contractors in performance of the obligations under this Agreement; and/or
- claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Service Provider, against the Bank; and/or
- claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Service Provider to its employees, its agents, contractors and sub-contractors



- breach of any of the term of this Agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Service Provider under this Agreement; and/or
- any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- breach of confidentiality obligations of the Service Provider contained in this Agreement; and/or
- Negligence or gross misconduct attributable to the Service Provider or its employees or sub-contractors.

The Service Provider shall at its own cost and expenses defend or settle at all point of time any claim against the Bank that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, the Bank:

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

However, (i) the Service Provider has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Service Provider with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Service Provider, except where the Bank is required by any authority/regulator to make a comment/statement/representation.

If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the Service Provider, after due inspection and testing and at no additional cost to the Bank, shall forthwith either 1) replace or modify the software / equipment with software / equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or 2) obtain a license for the Bank to continue the use of the software / equipment, as required by the Bank as per the terms and conditions of this Agreement and to meet the service levels; or 3) refund to the Bank the amount paid for the infringing software / equipment and bear the incremental costs of procuring a functionally equivalent software / equipment from a third party, provided the option under the sub clause (3) shall be exercised by the Bank in the event of the failure of the Service Provider to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank.

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

- Software, hardware, interfacing, or supplies for the solution not approved by Service Provider; or
- any change, not made by or on behalf of the Service Provider, to some or all of the deliverables supplied by the Service Provider or modification thereof, provided the infringement is solely on account of that change ;

Indemnity shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by customer and / or regulatory authorities for reasons attributable to breach of obligations under this agreement by the Service Provider.

In the event of Service Provider not fulfilling its obligations under this clause within the period specified in the notice issued by the Bank, the Bank has the right to recover the amounts due to it under this provision from any amount payable to the Service Provider under this project.

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

• **PERFORMANCE GUARANTEE**

Service Provider, shall provide unconditional and irrevocable Performance Bank Guarantee for Rs -----/- (Rupees ____ Only) in favour of BOB from any Public Sector Bank other than Bank of Baroda as acceptable to BOB towards due performance of the contract in accordance of this Agreement. The Performance Guarantee shall be valid for a period of ___months with additional claim period of three months after expiry of validity period.

• **TERMINATION**

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

- breaches any of its obligations set forth in this agreement and such breach is not cured within 15) Working Days after Bank gives written notice; or
- Failure by Service Provider to provide Bank, within 15) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or
- The progress regarding execution of the contract/ services rendered by the Service Provider is not as per the prescribed time line, and found to be unsatisfactory.
- Supply of substandard materials/ services.
- Delay in delivery / installation / commissioning of services.
- Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.
- If deductions of penalty exceed more than 10% of the total contract price.

Further Bank may terminate this agreement on happening of following events:

- A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the Service Provider and such appointment continues for a period of twenty one (21) days;
- The Service Provider is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.
- The Service Provider becomes insolvent or goes into liquidation voluntarily or otherwise
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
- The Service Provider becomes the subject of a court order for its winding up.

Notwithstanding above, in case of change of policy or any unavoidable circumstances or without any reason Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Service Provider at least 60 days prior notice in writing.

Effect of termination

If bank terminates or cancels the assignment on the default mentioned in the termination clause, in such case bob reserves the right to get the balance contract executed by another party of its choice. In this event, the Service Provider shall be bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the selection of a new service provider and for execution of the balance of the contract.

Immediately upon the date of expiration or termination of the Agreement, Bank shall have no further obligation to pay any fees for any periods commencing on or after such date.

Without prejudice to the rights of the Parties, upon termination or expiry of this Agreement, Bank shall pay to Service Provider, within thirty (30) days of such termination or expiry, All the undisputed fees outstanding till the date of termination;

Upon the termination or expiry of this Agreement:

- The rights granted to Service Provider shall immediately terminate.
- Upon Bank's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the Service Provider, being used by Service Provider to provide the Services and (ii) the assignable agreements, Service Provider shall, use its reasonable commercial endeavors to transfer or assign such agreements and Service Provider Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.
- Upon Bank's request in writing, Service Provider shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Service Provider to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

• LAW, JURISDICTION AND DISPUTE RESOLUTION

This Agreement shall be governed and construed and enforced in accordance with the laws of India. Both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the courts in New Delhi have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

ARBITRATION

- The Bank and the Service Provider shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers/ directors of the Bank and the Service Provider, any disagreement or dispute arising between them under or in connection with the contract.
- If the Bank project manager/director and Service Provider project manager/ director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Service Provider and Bank respectively.
- If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Service Provider and Bank, the Bank and the Service Provider have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.
- All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the

completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings.

- The place of arbitration shall be New Delhi. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings
- The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets.

• **AUDIT**

All Service Provider records with respect to any matters covered by this Agreement shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the Service Provider provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

The Bank and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the Service Provider's premises without prior notice to ensure that data provided by the Bank is not misused. The Service Provider shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank.

• **LIMITATION OF LIABILITY**

Except the grounds mentioned under the para two of this clause, Service Provider's aggregate liability in connection with obligations undertaken as a part of the Agreement regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.

However, Service Provider's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Service Provider, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Service Provider as part of procurement under the Agreement.

Under no circumstances BOB shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if BOB has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

Subject to any law to the contrary, and to the maximum extent permitted by law neither parties shall be liable to other for any consequential/ incidental, or indirect damages arising out of this agreement.

All employees engaged by the party shall be in sole employment of the party and the respective parties shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall other party be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the other party.

- **PUBLICITIES**

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

- **INDEPENDENT ARRANGEMENT**

This Agreement is on a principal-to-principal basis between the Parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the parties. The Service Provider acknowledges that its rendering of services is solely within its own control, subject to the terms and conditions agreed upon and agrees not to hold it out to be an employee, agent or servant of Bank or Affiliate thereof.

- **SUBCONTRACTING**

The Service Provider shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required by it under the contract without the prior written consent of the Bank.

- **ASSIGNMENT**

The Service Provider agrees that the Service Provider shall not be entitled to assign any or all of its rights and or obligations under this Agreement to any entity including Service Provider's affiliate without the prior written consent of the Bank.

If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this Agreement along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the obligations of the Service Provider under this Agreement.

- **NON – SOLICITATION**

The Service Provider, during the term of the contract shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacities, by the Bank in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

The above clause shall not applicable in case the recruitment done through public advertisement.

- **VICARIOUS LIABILITY**

The Service Provider shall be the principal employer of the employees, agents, contractors, subcontractors, etc., if any, engaged by the Service Provider and shall be vicariously liable for all

the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the Service Provider for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the Service Provider shall be paid by the Service Provider alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Service Provider's employees, agents, contractors, subcontractors etc. The Service Provider shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of Service Provider's employees, agents, contractors, subcontractors, etc.

- **FORCE MAJEURE**

The Service Provider shall not be liable for forfeiture of its performance security, liquidated damages, penalties or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events are Acts of God or of public enemy, acts of Government of India in their sovereign capacities, strikes, political disruptions, bandhs, riots, civil commotions and acts of war.

If a Force Majeure situation arises, the Service Provider shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the Service Provider shall continue to perform Service Provider's obligations under this Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and Service Provider shall hold consultations in an endeavor to find a solution to the problem.

SURVIVAL:

The expiry or the termination of this Agreement does not relieve either party of its obligations which by their nature ought or intend to survive the termination of this Agreement including without limitation to the clauses of confidentiality, indemnity, limitation of liability, and covenants of the parties.

- **MISCELLANEOUS**

Any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.

No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile to the person at the address given below. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, two days after

being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).

The addresses referred to hereinabove are:

If to the Bank of Baroda:

Regional Head (Assistant General Manager), North Delhi Regional Office, 16 , Sansad Marg ,
New Delhi-110001

If to the

Address _____

ATTN: _____

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto. In case of any contradiction in the terms of RFP _____, offer document and Purchase Order etc., and this Agreement the terms hereof shall prevail.

Neither this Agreement nor any provision hereof is intended to confer upon any Person other than the Parties to this Agreement any rights or remedies hereunder.

In connection with this Agreement, as well as all transactions contemplated by this Agreement, each Party agrees to execute and deliver such additional documents and to perform such additional actions as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.

The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.

The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

This Agreement may be signed in duplicate, each of which shall be deemed to be an original. IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year first above written.

Signed and Delivered by the within named

For Bank of Baroda _____	For _____
Name:	Name:
Designation:	Designation:
Witness 1 :	Witness 1 :
Witness 2 :	Witness 2 :



ARTICLES OF AGREEMENT

(To be executed on a non-judicial stamp paper of `500/-)

ARTICLES OF AGREEMENT made this _____ day of _____ 2024 between the Bank of Baroda, a corporate body constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 and having its NORTH DELHI REGIONAL OFFICE at 3rd FLOOR, Bank of Baroda Building, 16 Parliament Street, New Delhi-110001, represented by the Assistant General Manager (hereinafter referred to as the "OWNER/ EMPLOYER") which expression shall include its successor/s and assignee/s of the ONE PART AND M/s

_____ having its registered office at _____ (Hereinafter referred to as the 'CONTRACTOR') which expression shall include its successor/s and assignee/s of the OTHER PART.

WHEREAS the Employer is desirous of getting executed the work of **Co-Branding of Inderlok Metro Station** and has caused specifications describing the work to be done. AND WHEREAS the said specifications and the schedule of quantities have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon the subject work to the conditions set forth herein and to conditions set forth in the special conditions and in the schedule of quantities and condition of Contract as modified and finally accepted by both the parties)all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said drawings and/or described in the said Specifications and included in the Schedule 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(hereinafter referred to as and the schedule of quantities.

AND WHEREAS the Owner/ Employer in order to effectively carry out the said works engaged M/s Arch Design Architects, C-32, Mansarover park, Shahdara, New Delhi-110032 (hereinafter referred to as The ARCHITECT) to prepare specifications, describing the works to be executed, to call for tenders from contractors for the job, to open tenders received at the office of the OWNER/ EMPLOYER, to scrutinize and recommend to the Owner/ Employer the name or names of the Contractor or Contractors so recommended after having the approval and acceptance thereof from the Owner/ Employer.

AND WHEREAS the Owner/ Employer has caused the specifications, priced schedule of quantities of said works as per General Conditions of Contract, Special Conditions, Additional Condition and Instructions to the Tenderer prepared with the assistance of the said Consultants subject to which the offer of the Contractor shall be accepted.

AND WHEREAS the tender of the Contractor for the said works has been approved

and accepted for a sum of Rs₹. ___ by the Owner.

AND WHEREAS the contractor has deposited with the owner ₹ ___ as security deposit for the due performance of the Agreement.

AND WHEREAS the said Consultant has issued work order thereafter to the Contractor.

AND WHEREAS the Specifications, Priced Schedule of Quantities, General Conditions of Contract, Special Conditions, Additional Conditions and Instructions to the Tenderers including all other conditions as mentioned in the tender document and all correspondence exchanged by or between the parties from the date of submission of the tender till the award of the work, both letters inclusive (hereinafter collectively referred to as 'the said conditions') have been signed by the parties hereto and the contractor has agreed to execute the works upon and subject to the said conditions.



NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said contract payments to be made to the Contractor as hereinafter provided the Contractor shall upon and subject to the said conditions execute and complete the works and such further instructions as may be furnished to the contractor by the owner/ employer through the/ consultants as described in the said specifications and the said priced Schedule of Quantities.
2. The employer shall pay the Contractor the said Contract amount or such other sum as shall become payable at the times and in manner specified in the said conditions:
 - a. The Employer has accepted the offer of the contractor and the Contractor has agreed to execute the said works, subject to the terms and conditions contained herein and those in Annexure referred herein, for the provision and the execution of the works mentioned in the Contract at an amount _____ or _____ ₹
_____ (al
l inclusive)
 - b. Contractor shall not claim any escalation in contract rate for rise in prices of materials/ Labour etc. during the completion of work and shall complete the work at contracted rate which shall be valid for project period 7530 days from the date of commencement of work. In case of extension in the time period of execution of contract beyond Project Period of 75 days, for the reasons of delay attributed to the contractor, he shall not be eligible for escalation and the Consultant/ Bank decision in this respect shall be final and binding on the contractor.
3. The term the Electrical Consultant in the said conditions shall mean the said M/s Arch Design Architects. or in the event of the said Electrical Consultant ceasing to be the Electrical Consultant for the purpose of this contract for whatever reason, such other person or persons as shall be nominated for that purpose by the Owner/ Employer, provided always that no person subsequently appointed to be the Electrical Consultant under this contract shall be entitled to disregard or over rule any decision or direction or approval given or expressed in writing by the Outgoing Electrical Consultant for the time being if the same had been done under instruction from the owner/ Employer.
4. The agreement and documents are mentioned above shall from the part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained.

This contract is neither a fixed lump sum contract nor a price work contract to carry out the work in respect to the **Co-Branding of Inderlok Metro Station**. All subsidiary work connected therewith within the same site may be ordered to be done from the time to



time by the said Owner/ Employer through the Electrical Consultant as the case may be even though the said work s may not be shown on the drawings or described in the said specifications or the priced schedule of quantities described and to be paid for according to the actual measured qualities at the rates contained in the schedule of rates and probable quantities or as provided in the said conditions.

5. Not with standing what are stated in the general conditions and instructions to the tenderer and here before stated, the Owner/ employer through the Electrical Consultant reserves right to itself the right of altering the drawings and nature of the work by adding to or omitting any items of works or having portions of the same carried out at any time during the currency of Contract, without prejudice to this contract.
6. Time shall be considered as the essence of this contract and the contractor hereby agrees to commence the work on the day of handing over of the site or within the fourteen days from the date of issue of formal work order whichever is later as provided for in the said conditions and to complete the entire work within the stipulated time subject nevertheless to the provisions of extension of time.
7. Any dispute arising under the agreement between the parties hereto shall be referred for adjudication to a sole arbitrator in the manner and in terms of the provisions as laid down in the General Conditions of Contract. The award of the arbitrator shall be final and binding on both the parties.
8. All disputes arising out of or in any way connected with this agreement shall be deemed at New Delhi and Courts in New Delhi shall have jurisdiction to determine the same.
9. That the several parts of this contract have been read by the contractor and fully understood by the contractor.

In witness whereof the Employer and the Contractor have set their respective hands to these presents through their authorized official and the said two duplicates hereof to be executed on its behalf of the day and year first herein above written.

SIGNED by the said Owner/ Employer

_____ In the presence of:

(1). Signature

Name and Address



(2). Signature

Name and Address

SIGNED by the said
Contractor In the presence
of:

(1). Signature

Name and Address

(2). Signature

Name and Address

**AGREEMENT (UP TO DLP
PERIOD)**

ARTICLES OF AGREEMENT MADE THIS ON / / 2025 between M/s BANK OF BARODA

(hereinafter called "THE EMPLOYER") of the one part and

_____ (contractor) Registered under Companies Act, 1956 and having its office at _____

_____ (hereinafter called "THE CONTRACTOR") of the other part.

1.1 WHEREAS "THE EMPLOYER" desires to engage one contracting agency for (as described under scope of works hereto) to be carrying out for their

_____ (work) as per the drawings, plans, sections, elevations etc. prepared by their Architect, M/s

_____ on the basis of above.

1.2 The term "Architect" in the said conditions shall mean the said M/s Arch Design Architects and shall include their heirs, legal representatives and assignees or in the event of his/their death or ceasing to be the Architect for the purpose by the employer, such other person as shall be nominated for that purpose by the Employer, not being a person to whom the contractor shall have reasonable objection which the Employer shall consider sufficient and such subsequently appointed person not to be subsequently appointed to be entitled to disregard or overrule any previous decisions or approvals or directions given or expressed by the Architect for the time being.

1.3 In response to the tenders invited by EMPLOYER/ Architect, the CONTRACTOR have inspected the site and surroundings of the works specified in the tender documents and have before accepting the Contract, satisfied themselves by careful examination about the nature of the work and nature of the site and local conditions, quantities nature and magnitude of work, the availability of labour and material necessary for the execution of work, the means of access to work site, the supply of power and water thereto and the accommodation they may require and have made local and independent enquiries and obtained complete information as to the matters and things referred

to, or implied in the Contract or having any connection therewith and have considered the nature and extent of all probable and possible situations, delays, hindrances, or interferences to or with the execution and completion of work to be carried out under the Contract being awarded hereunder and have examined and considered all other matters, conditions, and things and probable and possible contingencies thereto affecting the execution and completion of work and which might have influenced them in accepting the Contract.

1.4 The following documents annexed hereto and marked as Annexure as per numbers given against each of these documents, shall form the integral part of this Agreement as if these were fully incorporated herein and this Agreement together with all its Annexure are hereinafter referred to as the CONTRACT

1.5.1 Form of Offer

1.5.2 Brief description of work

1.5.3 Additional General conditions to the contract

1.5.4 General Conditions of Contract

1.5.5 Special Conditions of Contract & Appendix

1.5.6 Contractor/s Labour rules and Regulations

1.5.7 Technical Specifications

1.5.8 Bill of Quantities

1.5.9 List of Approved Makes of material

1.5.10 List of Drawings

1.5.11 Correspondence exchanged prior to letter of intent and awarding the work (including acceptance of the work and undertakings related to the same)

1.6 The EMPLOYER has accepted the offer of the CONTRACTOR/S and the Contractor has agreed to execute the said Works, subject to the terms and conditions contained herein and those contained in Annexure referred herein, for the provision and the execution of the

works mentioned in the CONTRACT at an amount of Rs ____
(Excluding GST) (In figures)

- 1.7 The rates quoted by the Contractor shall remain firm till completion of the work and authorised extension of time as stated elsewhere in the contract. The price variation as per the formula mentioned in the tender document shall be paid to the contractor/s based on the indices published by the RBI, as stated in the contract elsewhere

NOW THESE PRESENTS WITNESSED AND IS HEREBY AGREED AND DECLARED AS FOLLOWS:

- 1.8 The CONTRACTOR/S shall provide, execute and complete all the works mentioned in the CONTRACT and shall do and perform all other acts and things mentioned or described in the CONTRACT or which are to be implied there from or may be reasonably necessary for the completion of the said works and the times and in the manner and subject to the terms and conditions or stipulations mentioned in the CONTRACT.
- 1.9 It has been understood by the parties hereto that the EMPLOYER will have right to make reasonable changes in the drawings and designs during the progress of the construction works without prejudice to the CONTRACT. Notwithstanding anything to the contrary contained in any of the Annexure hereto the CONTRACTOR/S shall commence the work on _____ and shall complete the same on or before _____ and the time shall be the essence of the CONTRACT. In consideration of the due provision, execution and completion of all the works, in terms of the CONTRACT the EMPLOYER does hereby agree with the CONTRACTOR/S that the EMPLOYER will pay to the CONTRACTOR/S the respective amounts for the work actually done by them and approved by the EMPLOYER. Such Payments shall be made at such time and in such a manner as provided for in the CONTRACT.
- 1.9.1 The CONTRACTOR/S do hereby agree to pay such sums as may be due to the EMPLOYER for the service rendered or material supplied by the EMPLOYER to the CONTRACTOR/S as set out in the CONTRACT.
- 1.9.2 The Contractor/s do hereby agree that the amount of liquidated damages specified in conditions of contract/ special conditions of

contract represents a genuine and fair estimate of the loss likely to be suffered by the EMPLOYER in the event of the works not being completed in time.

- 1.10 It is specifically and distinctly understood and agreed between the EMPLOYER and the CONTRACTOR/s that the CONTRACTOR/s shall have no right, title or interest in the site made available by the EMPLOYER for the execution of the works or in the building, structures or works executed on the said site by the CONTRACTOR/s in the goods articles, materials etc. brought on the said site (unless the same specifically belongs to the CONTRACTOR/s) and the CONTRACTOR/s shall not have or deemed to have any lien or charge whatsoever for unpaid bills and it will not be entitled to assume or retain possession or control of the site or structure and the EMPLOYER shall have an absolute and unfettered right to take full possession of the site and to remove the CONTRACTOR/s, their servants, agents and materials belonging to the CONTRACTOR/s lying in the site.
- 1.11 The CONTRACTOR/s shall be allowed to enter upon the site for execution of the contract work and shall not have any claim, right, title or interest in the site or the structures erected.
thereon and shall not enter upon at any time without consent of the Employer except for executing the works mentioned in the contract.
- 1.12 The materials including sand, gravel, stone, loose earth, rock etc. dug up or excavated from the said site shall, unless otherwise expressly agreed under the CONTRACT, exclusively belong to the Employers and the CONTRACTOR/S shall have no right or claim over the same and such excavation and materials shall be disposed of by the contractor as per the instructions of the EMPLOYER.
- 1.13 The dispute or difference if any, relating to this agreement or any document appended hereto shall be settled by arbitration under the provisions of Indian Arbitration & Conciliation Act, 1996 or any rules and regulations framed there under within the jurisdiction of New Delhi and the jurisdiction of arbitration shall be the city New Delhi only.
- 1.14 All legal matters disputes shall be within the jurisdiction of New Delhi only.

IN WITNESS WHEREOF the parties have executed these presents on

the day and the year first above written.

Signed and Delivered for
behalf

And on behalf of EMPLOYER

WITNESSES

1 _____

Signed and Delivered for and on


of Contractor

WITNESSES

1 _____

- Annexure 10- Commercial Bid

BOQ FOR CO-BRANDING OF INDERLOK METRO STATION WITH BANK OF BARODA.

S.No.	ITEM DESCRIPTION	UNIT	QTY.	RATE	AMOUNT	REFERENCE IMAGES
I	CANOPY					
	<p>Providing and fixing canopy of minimum size 6'0" x 6'0" approximately 7'0" height with base structure made out of MS hollow tubes with powder coating to avoid rusting, the flex/canopy all round covered with glossy finish print (content approved by BOB). The waterproof canopy tent in star 340 GSM Flex either Tatron or TRP Fabric & HD quality printing shall be formed in two-three parts with carry bag and the same shall be detachable to store safely at the time required. The design and content of the canopy will be approved by BOB before manufacturing.</p> <p>Note: The cost to include vetting of Architectural, Structural and related working Drawings from the concerned agencies (i.e</p>	No.	3			

	IIT, NIT, DMRC, Bank of Baroda etc.) in this item only.					
II	FLOOR MOUNTED BILLBOARD - BACKLIT					
	<p>Backlit Signages Display Panel at the Station for Advertisement: Fabrication and fixing of backlit Signage Box as per design/specification.</p> <ul style="list-style-type: none"> > L channel in aluminum (Powder coated). > Lighting with hi-power similar with LED modules. > The frame fixed to the wall/Floor by 8 mm / 10 mm /12 mm fasteners. > Backlit flex print.- 					

a)	<p>Floor Mounted - 20 no. of Size: 3.6 m x 1.5 m</p> <p>1. Wiring for circuit/submain wiring alongwith earth wire with the following sizes of FRLS PVC insulated copper conductor, single core cable in surface/recessed Heavy duty FRLS PVC conduit, as required.</p> <p>a) 2 X 6 sq. mm + 1 X 6 sq. mm earth wire (Length 2500 Mtr. assumed for all 20 no. bill-boards)</p> <p>2) Supplying & fixing suitable size GI box with modular plate and cover in front on surface or in recess i/c providing and fixing 25 amp modular socket outlet and 25 Amps modular SP MCB, "C" curve including connection, painting etc. as required. (20 Nos. required - 1 no. for each bill-board)</p> <p>Wiring beyond 2500 mtr. length (if required) will be paid seperately as extra as per market rate analysis.</p> <p>Note: The cost to include vetting of Architectural, Structural and related working Drawings from the concerned agencies (i.e IIT, NIT, DMRC, Bank</p>	Sq.mtr.	108
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of Baroda etc.) in this item only.					
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b)	<p>Wall Mounted - 4 no. of Size: 3.6 m x 1.5 m (Framing same as above but with flex arrangement without back lit panels) 1. Wiring for circuit/ submain wiring alongwith earth wire with the following sizes of FRLS PVC insulated copper conductor, single core cable in surface/ recessed Heavy duty FRLS PVC conduit, as required. a) 2 X 6 sq. mm + 1 X 6 sq. mm earth wire (Length 250 Mtr. assumed for 4 no. wall mounted bill-boards) 2) Supplying & fixing suitable size GI box with modular plate and cover in front on surface or in recess i/c providing and fixing 25 amp modular socket outlet and 25 Amps modular SP MCB, "C" curve including connection, painting etc. as required. (4 Nos. required - 1 no. for each bill-board) Wiring beyond 250 mtr. length (if required) will be paid seperately as extra as per market rate analysis. Note: The cost to include vetting of Architectural, Structural and related working</p>	Sq.mtr.	30		
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Drawings from the concerned agencies (i.e IIT, NIT, DMRC, Bank of Baroda etc.) in this item only.					
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c)	<p>Column Mounted - 60 no. of Size: 1.5 m x 1.0 m</p> <p>1. Wiring for circuit/submain wiring alongwith earth wire with the following sizes of FRLS PVC insulated copper conductor, single core cable in surface/recessed Heavy duty FRLS PVC conduit, as required.</p> <p>a) 2 X 6 sq. mm + 1 X 6 sq. mm earth wire (Length 3000 Mtr. assumed for 60 no. column mounted bill-boards)</p> <p>2) Supplying and fixing suitable size GI box with modular plate and cover in front on surface or in recess, including providing and fixing 6 pin 5/6 & 15/16 A modular socket outlet and 15/16 A modular switch, connections etc. as required. (60 Nos. required - 1 no. for each bill-board) Wiring beyond 3000 mtr. length (if required) will be paid seperately as extra as per market rate analysis.</p> <p>Note: The cost to include vetting of Architectural, Structural and related working Drawings from the concerned agencies (i.e IIT, NIT, DMRC, Bank</p>	Sq.mtr.	90			
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of Baroda etc.) in this item only.

d) Façade Branding Hoardings - Graphics using Vinyl pasting:-
1) 6.0 m x 4.0 m - 1 no.
2) 7.0 m x 3.0 m - 1 no.

1. Wiring for circuit/submain wiring alongwith earth wire with the following sizes of FRLS PVC insulated copper conductor, single core cable in surface/recessed Heavy duty FRLS PVC conduit, as required.
a) 2 X 6 sq. mm + 1 X 6 sq. mm earth wire (Length 150 Mtr.

Sq.mtr.

45



<p>assumed for 2 no. facade Hoardings)</p> <p>2.Supplying & fixing suitable size GI box with modular plate and cover in front on surface or in recess i/c providing and fixing 25 amp modular socket outlet and 25 Amps modular SP MCB, “C” curve including connection, painting etc. as required. (2 Nos. required - 1 no. for each hoarding)</p> <p>3.Supplying, installation, testing and commissioning of Flood light IP66 LED fitting suitable for 80 watt having system lumen output of minimum 8000 lumens complete with all accessories and lamp. PF better than 0.9, CRI better than 70 complete with all accessories. (4 Nos. required - 2 no. for each hoarding)</p> <p>4.Supplying and laying cable through GI pipe upto junction box including excavation and back filling, wiring with 2 x 2.5 sq.mm PVC insulated 1100 volts grade copper conductor wires from junction box to lighting fixture complete. (Length 100 Mtr. assumed for 2 no. facade Hoardings)</p>				
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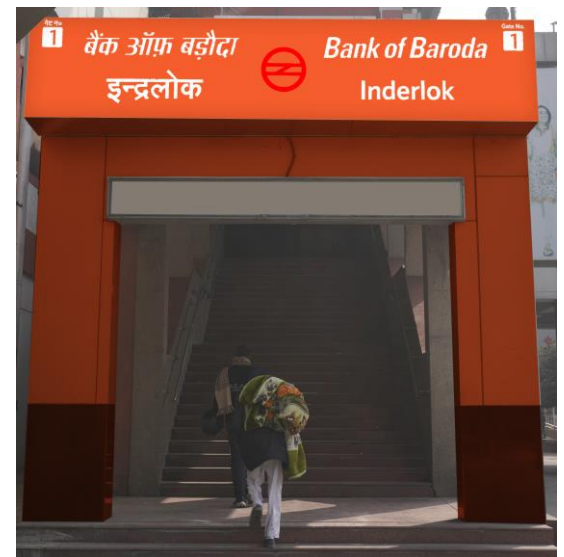
Wire 2 x 6sq. mm + 1 x 6 sq.mm. of 150 mtr. length and 2 x 2.5 sq.mm PVC insulated 1100 volts grade copper conductor wires of 100 mtr. length - If quantity beyond the mentioned length is required, the same will be paid separately as extra as per market rate analysis. Note: The cost to include vetting of Architectural, Structural and related working Drawings from the concerned agencies (i.e IIT, NIT, DMRC, Bank of Baroda etc.) in this item only.

III ACP CLADDING

Entry, Exit Gates including adjacent areas/facade Branding: (3 Gates) ACP signage approved color 4mm ACP grouped on 1.5" MS Pipe with CNC router. Fabrication & fixing of Backlit box graphic panels at gate no.1,3&4 as per approved color. Preparing & fixing of Backlit box frame in 1.5-inch square pipe fixed with 4mm ACP backing sheet. (Cut from front in shape of logo with CNC router 20mm solid letters at the front).

Sq.mtr.

200



>Lighting with hi-power similar to reputed LED modules. (with 2yrs warranty) -

1. Wiring for circuit/submain wiring alongwith earth wire with the following sizes of FRLS PVC insulated copper conductor, single core cable in surface/recessed Heavy duty FRLS PVC conduit, as required.

a) 2 X 6 sq. mm + 1 X 6 sq. mm earth wire (Length 300 Mtr. assumed for execution at 3 no. gates in different quantities)

Wiring beyond 300 mtr. length (if required) will be paid seperately as extra as per market rate analysis.

Note: The cost to include vetting of Architectural, Structural and related working Drawings from the concerned agencies (i.e IIT, NIT, DMRC, Bank of Baroda etc.) in this item only.

IV	Station Name Branding on Station: (Near Station Gates) Station name in Hindi & English with BOB Logo and DMRC Logo fabricated in acrylic letters with LED lighting as per approved design and dimensions mounted on MS frame grid structure duly duco paint finished. Size - 4.5 m x 0.75 m or as per size available on site (3 sets) Note: The cost to include vetting of Architectural, Structural and related working Drawings from the concerned agencies (i.e IIT, NIT, DMRC, Bank of Baroda etc.) in this item only.	No.	3				
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V RETAIL SHOP

Retail shop made out of MS framed structure with false/raised flooring of wooden finish and enclosure made out of 12 mm toughened curved glass with 12 mm ply board covering on backing and finished with 12 mm solid acrylic corian material as per design/drawing with provision of lighting LED fixtures and false ceiling made of Armstrong Grid 2'x2', glass film 3M and

No. 1



cladding.

1. Wiring for circuit/
submain wiring
alongwith earth wire
with the following sizes
of FRLS PVC insulated
copper conductor, single
core cable in surface/
recessed Heavy duty
FRLS PVC conduit, as
required.

a) 2 X 1.5 sq. mm + 1 X
1.5 sq. mm earth wire - (
Length 200 Mtr.
assumed)

b) 2 X 2.5 sq. mm + 1 X
2.5 sq. mm earth wire - (
Length 50 Mtr. assumed
)

c) 2 X 4 sq.
mm + 1 X 4 sq. mm
earth wire - (Length 80
Mtr. assumed)

d) 2 X 6 sq. mm + 1 X 6
sq. mm earth wire - (
Length 50 Mtr. assumed
)

3) Supplying and fixing
suitable size GI box with
modular plate and cover
in front on surface or in
recess, including
providing and fixing 6
pin 5/6 & 15/16 A
modular socket outlet
and 15/16 A modular
switch, connections etc.
as required. (4 Nos.
required)

4. Supplying & fixing
suitable size GI box with
modular plate and cover
in front on surface or in
recess i/c providing and

fixing 25 amp modular socket outlet and 25 Amps modular SP MCB, “C” curve including connection, painting etc. as required. (2 Nos. required)

5. Supplying and fixing following way, single pole and neutral, sheet steel, MCB distribution board, 240 V, on surface/ recess, complete with tinned copper bus bar, neutral bus bar, earth bar, din bar, interconnections, powder painted including earthing etc. as required. (12 way SPN DB -1 Nos. required)

6) Supply, Installation, testing and commissioning of Recess mounted 36W (Nominal) 2x2 ft Recess Mounted LED Luminaire fitting (6 Nos.)

Wiring and light fixtures beyond the specified length mentioned above (if required) will be paid separately as extra as per market rate analysis.

Note: The cost to include vetting of Architectural, Structural and related working Drawings from the concerned agencies (i.e IIT, NIT, DMRC, Bank

of Baroda etc.) in this item only.

VI

Existing Frontlit Platform Signage: Station name/BOB / DMRC logo board (platform area).
Preparing & fixing of signage board graphics made up of 3mm 040 acrylic sheet including UV printing with ACP backing of the signage graphics. -Size - 3ft x 3ft, Total - 6 Nos.
1. Wiring for circuit/submain wiring along with earth wire with the following sizes of FRLS PVC insulated copper conductor, single core cable in surface/recessed Heavy duty FRLS PVC conduit, as required.
a) 2 X 6 sq. mm + 1 X 6 sq. mm earth wire (Length 350 Mtr. assumed for 6 no. signanges)
2. Supplying & fixing suitable size GI box with modular plate and cover in front on surface or in recess i/c providing and fixing 25 amp modular socket outlet and 25 Amps modular SP MCB, "C" curve including connection, painting etc. as required. (6 Nos. required - 1 no.

No.

6



for each signage)

Wiring beyond 350 mtr. length (if required) will be paid separately as extra as per market rate analysis.

Note: The cost to include vetting of Architectural, Structural and related working Drawings from the concerned agencies (i.e IIT, NIT, DMRC, Bank of Baroda etc.) in this item only.

VII

Synthetic enamel paint work: Paint work on MS beams on platform level as per approved quality specifications of DMRC.

Note: The cost to include vetting of Architectural, Structural and related working Drawings from the concerned agencies (i.e IIT, NIT, DMRC, Bank of Baroda etc.) in this item only.

Sq.mtr.

2500



VIII	<p>AMC Charge for 2nd year (after defects liability period will be chargeable) by the agency.</p> <p>[Note: AMC - Annual Maintenance for 1 year shall be provided free of cost by the vendor against Defects liability period which will include all the necessary costs including spare parts, mechanisms, labor, transportation, taxes etc. for smooth operations of the work executed at site.]</p>	No.	1			
IX	<p>Cost for procurement and installation of a electricity meter for the above mentioned electrical works. The item to include all the related charges incurred in installation of meter in co-ordination with DMRC / BOB / Electricity Board at the place provided by the DMRC including all necessary cables and wiring. Only statutory fees will be reimbursed by the BOB on producing necessary documentary evidence / receipt of payment made to the electricity board.</p>	No.	1			

	TOTAL AMOUNT					
	DISCOUNT (IF ANY)					
	FINAL AMOUNT (AFTER DISCOUNT)					

• **LIST OF APPROVED MAKES:**

Approved - vendors – list		
SN	Items/Products	Approved Vendors
1	PVC FLOORS	Armstrong World Industries (India) Pvt Ltd
		Gerfloor India
		Tarken
		VeeKay Polycoats Limited
2	RAISED FLOORS	Hewelson/Kingspan Access Floors
		United Access Floors/United Insulation
		Uniflair
		Unifloor
3	WOODEN FLOORS	Acons
		Armstrong World Industries (India) Pvt Ltd
		Action Tesa (Action Buildwell)
		Pergo
4	PU COATED FLOORS	Cipy Polyurethanes
		H C Associates
		Pidilite
		Shalimar Paints
		Sika
		Nilco
		Hindustan Tiles
		Ultra Tiles
		Orasie Granito Limited (Marbito Vitrified Tiles)
		Jenson & Nicholson
		Kamdhenu Paints
		Shalimar Paints
Sherwin Williams Paints		
5	SYNTHETIC ENAMELS	ICI Dulux
		Acro Paints
		Asian
		Berger
		Nerolac
		Jenson & Nicholson
		Kamdhenu Paints
		Shalimar Paints
		Sherwin Williams Paints
6	GLASS Float / Toughened)	Float Glass India Ltd (Asahi float)
		Asahi Float (AIS)
		Modigaurd



		Glaverbel
		Saint Gobam
		Sejat
7	STRUCTURAL GLAZING FABRICATORS	PERMASTEELISA (INDIA) PRIVATE LIMITED
		Alufit (INDIA) Pvt Ltd
		SP Fabricators Pvt Ltd
		Alpro India
		Ashoo Decore (India) PvtLtd
		Innovators
		Façade India Testing Inc
8	ALUMINIMUM COMPOSITE PANEL	AlucoBond
		Reynobond Marketedd through Kawneer India Stockists HECTAFINE CONSTECH INDIA PVT LTD)
		ALPOLIC (A Mitsubishi product)
		Alsgtrong
		Alex Panels
		AL STONE INTERNATIONAL
		Aludecor Lamination Pvt Ltd
		Alupan Composite Panels Pvt Ltd
9	GRC PRODUCTS (GARC Screen Panels etc.)	UniStone Products (India) Pvt Ltd
		Hindustan
		TERRA FIRMA GRC & CONCRETE Industries
		Acro Paints
10	GYPBOARD CEILINGS	Gyproc (Saint Gobain)
		Lafarge Boral Gypsum India Pvt Ltd
11	CALCIUM SILICAATE BOARD	Promat
		Hilux
		Acon Pan
		Aeroline
12	SS MS / GI POWDER COATED CEILING	Hunter Douglas
		Armstrong
		Durfum
13	ADHESIVES FOR TILES	Pidilite
		Araldite (Huntsman Advanced Materials
		Toyo Ferrous Crete (P) Ltd
		Sumany Ezy Grout
		MYK Laticrete
		Maper
		Unistone Ultimate Tile Adhesive



14	TILE JOINT FILLER	Bal Adhesives and Grouts
		"Roff Rainbow Tile mate" of Roff Construction Chemicals Pvt Ltd
		Winsil 20/ malibu-tech
		Silicon Sealant of GE Bayer Silicone
		"Zentrival FM" of MC-Bauchemie (India) Pvt Ltd
		MYK Lalicrete
		Toyo Ferrous Crele (P) Ltd
		Mapei
Unistone Super Grout		
15	POLY SULPHIDE SEALANTS	Pidilite
		STP Limited
		Sika
		CICO
		BASF
		FOSROC
	SWC	
16	SILICONE SEALANTS	GE Bayer Silicones
		Dow Corning
		Sika
		McCoy Soudat
17	SILICON WATER REPELLANT SOLUTION	GE Bayer Silicons
		Metroark
		STP Limited
		MC Bauchemnic
		Choksey Chemicals
18	POL YURETHANE SEALANTS	3M
		SIKA
		McCoy Soudal
19	PLYWOOD	Duroply Sharda Ply Wood Industries
		Century Ply
		Kitply
		Green Ply wood
		Virgo Lam (M/s Virgo Industries - Virgo Plywoods Ltd)
		Swastik Plyboard Ltd (Swati Plyboard)
		Merino
20	BLOCKBOARD	Duroply-Sharda Ply wood Industries



		Century Ply
		Kitply
		Green Ply wood
		Virgo Lam (M/s Virgo Industries - Virgo Plywoods Ltd)
		Merino
21	LAMINATE	Decolam / Decolite (A Bakelite Hylam Product)
		Formica Corporation
		Sundek International Decorative Laminates
		BAKELITE HYLAM LTD
		Greentam Asia Pacific Pvt Ltd
		Merino
		Virgo Lam (M/s Virgo Industries)
22	PRE-LAMINATED PARTICLES BOARD	Novopan (GVK Group)
		Ecoboard
		Action Tesa (Action Buildwell)
		Bhutan Board
23	FLUSH DOORS	Kanchan Ply
		Swastik Plyboard Ltd (Swati Plyboard)
		Kutty's
		Diamond Flush Doors/Star Metal Forms P Ltd
		Raa Veeta
		Alpro Panels
24	FRAMELESS GLASS PARTITION FIXTURES	Dorma
		Hafele
		Dorset
		Dline
		Insta Hardware
		Hardwya
25	SPIDER FITTINGS/PATCH FITTINGS	Ozone
		Kitch
		Dunex
		Dline
26	ANCHOR FASTENERS	Hilti India
		BOSCH FISCHER
		Canon Fasteners
		Axel
		Boun Group



28	DOOR HARDWARE	Dorma
		Hafele
		Dorset
		Dline
		Hardwyn
		Ozone
		Heffich India Pvt Ltd
		R.K.
		Priya
		Usha
		Maxflow
29	STAINLESS STEEL PIPES	Remi
		Jyooti Apex
		Kamdhenu
30	POWDER COATINGS	Berger
		Nerocoat
		Jenson & Nicholson
		Jatun
31	ALUMINIUM SECTIONS	Radiant anodisers Pvt Ltd
		Hindustan Aluminium
		Jindal Aluminium Ltd
		Bhoruka
		Bharat Aluminium Company Limited/vedanta BALCO
32	HOLLOW SECTIONS, PIPES	Hindalco
		Surya Pipes
		Hi - Tech pipes
		JSW
		JSPL
33	M.S. TUBES/ SECTIONS	Bihar (Bihar Tubes Ltd)
		Tata Metal
		Liyod Metal
		NSL Limited
		Bihar Tube Ltd
		Swastik Pipes Ltd
		JSW ISPAT
34	SS WORKS	Rana
		Dharam Industries (FABRINOX)
		Ozone
35	ROOFING SHEETS	Jindal Stainless (JSL)
		Roof fit (Fibre Glass Roofing, Metal Roofing, galvalume Sheets)

		Wonder sheets (3 layer - UPVC Wonder Sheets Pro) I Loyd Insulations India Limited
36	PVC CONDUIT	BEC AKG or any reputed make with prior approval of E&M department of DMRC and P & E Department of Bank of Baroda Regional office North Delhi
37	Distribution Boards	Legrand Schneider L&T or any reputed make with prior approval of E&M department of DMRC and P & E Department of Bank of Baroda Regional office North Delhi
38	WIRES / CABLES (FRLS)	POLYCAB HAVELLS RR KABEL or any reputed make with prior approval of E&M department of DMRC and P & E Department of Bank of Baroda Regional office North Delhi
39	MODULAR SWITCH / SOCKET	CRABTREE ATHENA MK WRAPROUND SCHINDLER OPALE or any reputed make with prior approval of E&M department of DMRC and P & E Department of Bank of Baroda Regional office North Delhi
40	LIGHT FIXTURES (LED)	PHILLIPS HAVELLS WIPRO or any reputed make with prior approval of E&M department of DMRC and P & E Department of Bank of Baroda Regional office North Delhi
41	MCB's , MCCB	SIEMENS L&T LEGRAND or any reputed make with prior approval of E&M department of DMRC

		and P & E Department of Bank of Baroda Regional office North Delhi
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42.	Energy Meters with MDI/TOD (pre-paid)	L&T, Secure, Ducati or any reputed make with prior approval of E&M department of DMRC and P & E Department of Bank of Baroda Regional office North Delhi.
43.	Luminaries (only LED Lights use)	Philips / Schrader / Osram / Bajaj / Thorn / Crompton or similar with the prior approval of E&M department of DMRC and P & E Department of Bank of Baroda Regional office North Delhi.

44.	GI Conduit Pipes	BEC, AKG, NIC, Steel Craft -- ISI Marked or any reputed make with prior approval of E&M department of DMRC and P & E Department of Bank of Baroda Regional office North Delhi.
45.	GI Conduit Accessories	Confirming to BIS as per approved samples and P & E Department of Bank of Baroda Regional office North Delhi
46.	Copper Conductor FRLS , PVC insulated wires (IS: 7098)	National, Ecko, Cords Cables, Finolex, Havells, Grandly, NICCO, Asian, Poly Cab or any reputed make with prior approval of E&M department of DMRC and P & E Department of Bank of Baroda Regional office North Delhi.
47.	Copper Conductor FRLSZH , insulated wires (BS-6724)	Polycab, Ducab Dubai, Cords Cables, KEI or any reputed make with prior approval of E&M department of DMRC and P & E Department of Bank of Baroda Regional office North Delhi.
48.	FRLS Cables (IS: 7098)	Fort Gloster, NICCO, Cords Cables, Finolex, Asian/RPG, KEI, Havells, Polycab, CCI, Universal or any reputed make with prior approval of E&M department of DMRC and P & E Department of Bank of Baroda Regional office North Delhi.

49.	FRLSZH , XLPE Cables (BS-6724)	Polycab, Ducab Dubai, Cords Cables, KEI or any reputed make with prior approval of E&M department of DMRC and P & E Department of Bank of Baroda Regional office North Delhi-.
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Note: - Bank of Baroda/DMRC reserve the right to set tested all material from any govt. lab and bidder shall be bear cost of third party testing.
Bidder is required to use only approved make as mentioned above. However in case of any difficulty for procurement of cable of above make, Bidder shall submit detailed catalogue, technical specification, test reports of alternate make for approval to Electrical O&M HOD of DMRC, only after its approval the alternate makes shall be allowed.