

NOTICE INVITING TENDER (NIT)
FOR SUPPLY, INSTALLATION, TESTING AND
COMMISSIONING (SITC) AND NON COMPREHENSIVE
AMC OF ADDRESSABLE FIRE ALARM SYSTEM AT
BANK'S STAR HOUSE-I BUILDING AT MUMBAI

Event No-BOI/Mumbai/Premises/1/25-26/ET/1/[SITC AND AMC FIRE ALARM SYSTEM]

Last date of the bid submission: - 09 May 2025; 1.00 PM

Name of the firm

Address

.....

.....

Phone Numbers –

Mobile No.

1. GENERAL

Bank of India, Head Office, invites e-tender in a two-bid system (Technical & Financial) from experienced and eligible bidders for Supply, Installation, Testing and Commissioning (SITC) and Non Comprehensive AMC of Addressable Fire Alarm System at Bank’s Corporate building namely Star House-I situated at Bandra Kurla Complex, Mumbai.

2. DISCLAIMER

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by Bank or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. No contractual obligation on behalf of Bank, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officials of Bank and the Bidder.

3. E-Tenders (Two Cover System), on item rate basis are to be submitted online at www.mstcecommerce.com/eproc . To facilitate the prospective bidders, detailed process and instructions to participate in MSTC e-Tender portal are provided in Annexure hereinafter.
4. The bid documents consist of two parts. Part A i.e. Technical Bid consists of product details, Terms & Conditions to be complied with, Forms of application, Prequalification Criteria etc. Part B i.e. Commercial Bid / Price Bid consists of Bill of Quantities. Detailed tender documents consisting of Technical Bid and Price Bid can be available on line at www.mstcecommerce.com/eproc/ and tender section in www.bankofindia.co.in
5. However, the bids can be submitted only after deposition of the following amounts by NEFT in favour of MSTC and Bank of India as under within the period of bid submission:
 - a. **Tender Fee:** Rs. 10000.00 (Ten Thousand only) – Non-refundable towards cost of Tender and EMD of Rs. 1,50,000.00 (Rupees One Lac Fifty Thousand) in the name of Bank of India in the following account

Particulars	NEFT/RTGS
BANK NAME	Bank of India
BRANCH NAME	Bandra Kurla Complex
CITY	Mumbai
IFSC CODE	BKID0000122
ACCOUNT NO	01220SUNCR822
BENEFICIARY NAME	Estate Department, Collection Account

- b. **Transaction Fees:** The applicants shall pay the transaction fee as applicable (non - refundable) to MSTC using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The applicants have to select the particular tender from the event dropdown box. **The vendor shall have the facility of making the payment either through NEFT or Online Payment.** Bidders are advised to remit the transaction fee ell in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.

(All Micro and Small Enterprises- MSEs having valid registration as per provisions of the Government of India Policy i.e. registration with District Industries Centre (DIC) or National Small Industries Commission (NSIC) or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME will be exempted from submission of EMD and Tender fee. MSE, must along with their offer / application, provide proof of their

being registered as MSE (indicating the terminal validity date of their registration) for the item / goods / services tendered, with any of the agencies mentioned above, for claiming such exemption.)

- c. The last date of submission of tenders is up to **01.00 P.M. on 09-05-2025** Technical Bid will be opened at 3.00 P.M. on the same day i.e. on 09-05-2025
- d. All the applications will be scrutinized as per the prequalification criteria given in this document. Financial Bid / Price Bid of only those applicants/bidders who fulfil the Prequalification criteria, whose works are found satisfactory and against whom there is no adverse comments/reports from previous clients, will be opened. The time and date of opening of the price bid will be intimated subsequently. Our endeavours will be to open the Price Bids of valid tenders at the earliest.
- e. The bidders are requested to upload their queries, if any on MSTC portal on or before 22-04-2025 till 5.00 PM. **Pre-bid queries will be replied on the portal of MSTC.** Bank of India reserves the right to accept or reject any or all the tenders/bid, without assigning any reasons whatsoever

6. INSTRUCTIONS TO BIDDERS FOR E-TENDERING

This is an E- Tender event of Bank of India and service provider is MSTC Ltd. Bidders are requested to read the process of E-Tender (**sub para 6.1.A to 6.1.V**), terms & conditions of this tender before submitting their online tenders. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender process for opening of Price bid / Commercial bid

6.1 PROCESS OF E-TENDER

- A. Registration of bidder-** Any bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the MSTC e-Procurement system, through logging on to <https://eprocure.gov.in/eprocure/app> . The process involves Bidder's registration with MSTC E-Procurement portal which is free of cost. Only after registration, the Bidder(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Bidder should possess Class III signing type digital certificate. Bidders have to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE TECHNICAL BID AND COMMERCIAL BID HAVE TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprocn/ (Version 3)

- i) Bidders are required to register themselves online with <https://www.mstcecommerce.com/eprocn/> → Register (Filling up details and creating own user id and password) → Submit. Please follow the 'Registration Guide' available in the Registration link before proceeding.(go to Download Guide/ Video/ Registration)
- ii) Bidders will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.
- iii) The bidders shall have to subscribe to the buyers and categories in order to receive system generated mails. In order to subscribe, a Bidder has to login and click on 'My Subscription' followed by 'Add Subscription'. On successful subscription, a system generated mail shall be forwarded to the Bidder. Please follow the guide for 'Subscription' of 'Download Guides' available in the Dashboard before proceeding. In case of any clarification, please contact BANK OF INDIA/MSTC, (before the scheduled time of the e- tender)

Contact Details (BANK OF INDIA)

Tel. No. – 022-66684414/17/15/16

Email- HeadOffice.Security@bankofindia.co.in

Contact Details (MSTC Ltd)

Centralized MSTC Helpdesk no (for Technical Guidance) - 07969066600

Email - helpdeskho@mstcindia.in

Please mention "HO Helpdesk" as subject while sending e-mails (9.30 AM to 5.00 PM on all working days for all Technical issues e-tenders, System setting etc.)

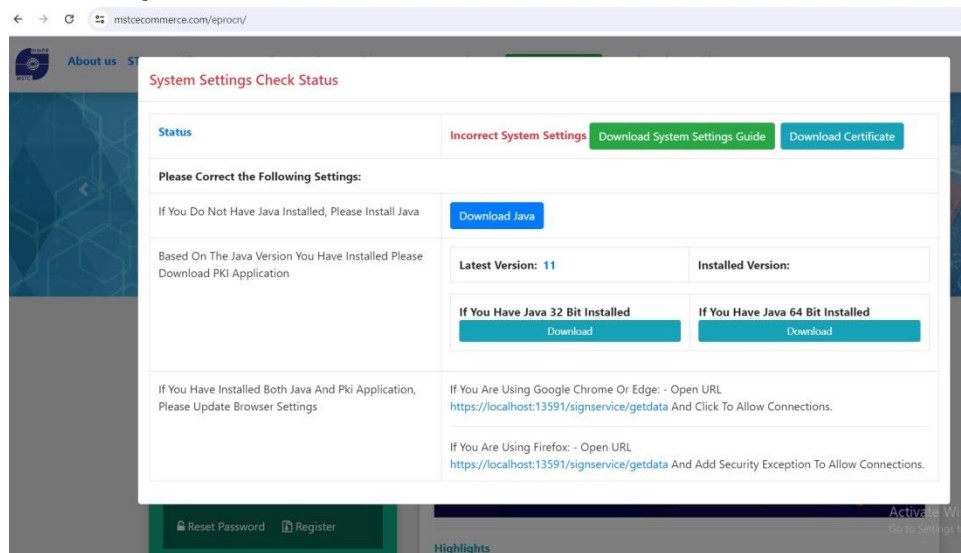
WRO Helpdesk:- 7651915418/02269856817/02269856800

i. Mr. Tanmoy Sarkar, Designation: Deputy Manager

Tel No: 8349894664; E-mail: tsarkar@mstcindia.co.in

B. Digital Signature certificate (DSC):- Each bidder is required to obtain a Class-III Digital Signature Certificate (DSC) for submission of bids. The bidder can search and download NIT & Tender Documents electronically from the website www.mstcecommerce.com using the Digital Signature Certificate. This is the only mode of collection of Tender Documents

C. System Requirement



- i) Operating System –Windows 11 and above
- ii) Web Browser- Preferred 'IE 8' and above
- iii) Web Browser- Preferred 'IE 8' and above
 - i) Tools=>Internet Options=>Security=>Disable protected Mode If enabled-i.e., Remove the tick from the box mentioning "Enable Protected Mode".
 - ii) Tools => Internet Options => Security =>Custom Level=>
 - Active X control & plug-ins: Enable all Active-X Controls
 - Scripting: Enable "Allow Status Bar Update Via Script"
 - Disable "Use Pop-up Blocker"
- iv) Java: JRE 8 Latest update
- v) Other Settings
 - i) View => Toolbars=> "Tick" Status Bar.
 - ii) Tools=>Internet Options=> General=> Click on Settings under "Browsing history/Delete Browsing History"=> Temporary Internet Files=>Activate "Every time I Visit the Webpage".
- vi) For new Version of IE or other "Active -X Filtering" under Tools should not be ticked.
- vii) Tools =>Internet Options=> Security=> Selected Trusted Sites=> Add Website <http://www.mstcecommerce.com> .

- D. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity
- E. Special Note towards deposition of EMD, Cost of Tender and Transaction fee
- 1) Rs. 10000/- towards cost of tender and Rs. 1,50,000.00 towards EMD in the name of Bank of India in the following account

Particulars	NEFT/RTGS
BANK NAME	Bank of India
BRANCH NAME	Bandra Kurla Complex
CITY	Mumbai
IFSC CODE	BKID0000122
ACCOUNT NO	01220SUNCR822
BENEFICIARY NAME	Estate Department, Collection Account

- 2) Transaction Fee (non-refundable) to MSTC Ltd: The bidders shall pay the transaction fee (non - refundable) using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The bidders have to select the particular tender from the “event catalog” through their login. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, Service Provider / Contractor / Vendor shall generate a challan by filling up a form. Service Provider / Contractor / Vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, Service Provider / Contractor / Vendor shall have the provision of making payment using its Credit / Debit Card / Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized. Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.

NOTE:

- **Transaction fee is non-refundable.** A vendor will not have the access to online e- tender without payment of the transaction fee.
- The bidders should submit the EMD, Cost of Tender and transaction fee (ON OR BEFORE THE PRESCRIBED DATE) as they will be authorized for bid submission only after receipt of the same by Bank of India and MSTC.
- After depositing the amounts mentioned above, prospective bidders are required to send an email in this regard to below email ids stating the transaction details viz Amount, Date of Transfer, UTR No., bank etc.

Contact Details (BANK OF INDIA)

Tel. No. – 022-66684414/17/15/16

Email- HeadOffice.Security@bankofindia.co.in

Contact Details (MSTC Ltd)

- i. Mr. Tanmoy Sarkar
 Designation: Deputy Manager
 Tel No: 8349894664
 E-mail: tsarkar@mstcindia.co.in

- Bidders may please note that the Cost of Tender, EMD and transaction fee should be deposited by debiting the A/C of the bidder only. These amounts if deposited from or by debiting any other a/c will not be accepted. Cost of Tender and Transaction fee is non-refundable.

- In case of failure to submit the payment towards Cost of Tender and Transaction fee for any reason, the Bidder will not have the access to online E-Tender.
- All notices and correspondence to the bidder(s) shall be sent by email only during the process, up to the finalization of tender by Bank of India. Hence the bidders are required to ensure that their official email ID provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSCs (Digital Signature Certificates).

F. E-Tender cannot be accessed after the due date and time mentioned in NIT (Notice Inviting Tender).

G. Bidding in E-Tender

- i) The process involves Electronic Bidding for submission of Bid.
 - ii) The bidder(s) can submit their Bid through internet in MSTC Website www.mstcecommerce.com/eproc
 - iii) The NIT/ Documents shall be available for download in the event catalogue available under 'Event catalog' of the Event.
 - iv) Please follow the guides for 'Uploading encryption public key' and 'Bidding' under 'Download Guides' available in the Dashboard before proceeding to submit bid. Technical bid to contain the notice inviting applications, application form duly filled in with all supporting documents fulfilling requisite selection criteria/ General Conditions of the tender, instruction to the applicants etc. Financial bid to contain priced Bill of quantities in the prescribed format.
 - v) The bidders may upload the bid related documents in the link '**Upload Documents**' in My menu. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.
 - vi) Once documents are uploaded in the library, vendors can attach documents through **Attach Document** link against the particular e-Tender .Please note that if the documents are not attached to any e-Tender, the same cannot be downloaded by Bank of India and it will be deemed that the vendor has not submitted the documents . For further assistance please follow instructions of vendor guide.
- a) Bidder)s (need to submit necessary EMD, E-Tender fees)If ANY (and Transaction fee separately for the e-tender .Transaction fees if any are non-refundable .No interest will be paid on EMD .EMD of the unsuccessful bidder)s (will be refunded by Bank of India.

The bidders (who have submitted the above fees can only submit their Bid and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →New Common Portal →Bid Floor Manager →live event →Selection of the live event →Transaction fee->Common terms->Attach Documents->Price Bid .

Please Note: The vendor after successful remittance of the transaction fees and EMD details, will get the attach documents and common terms tab enabled in their login. Post successful completion of this step, the vendors will be allowed to save the lot specific terms and submit their price bid against the lot through the portal or download and upload the excel file for submitting price bids, as the case may be. In case the attach documents and/or saving common terms step is unsuccessful, the tabs for saving lot specific terms and submitting price bid would be disabled. The status of whether the same is successful/pending would be displayed in the bid status button.

- b) First the vendor needs to fill up the Technical bid .After filling the Technical Bid, bidder should click 'save 'for recording their bid .Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "save "to record their price bid .Then once both the bids has been saved, the bidder can click on the "Final Submission "button to register their bid

NOTE - :After clicking the final submission "Delete bid" option would be shown .If the vendor wants to delete the bid after final submission and re submit the bid, then he/she should click delete bid and resubmit the same and again click final submission.

- vi) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
 - vii) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
 - viii) The e-tender floor shall remain open from the pre-announced date & time and for the duration mentioned above.
 - ix) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by Buyer will form a binding contract between Buyer and the Bidder for execution of work. Such successful tenderer shall be called hereafter SUPPLIER/CONTRACTOR.
 - x) It is mandatory that all the bids are submitted with digital signature with class III signing and encryption type of digital signature certificate otherwise the same will not be accepted by the system.
 - xi) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
 - xii) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
 - xiii) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.
- H.** Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.
 - I.** No deviation to the terms & conditions are allowed.
 - J.** Bank has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
 - K.** The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eproc of MSTC Ltd.
 - L.** The bidders should upload all the documents required (if any) as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
 - M.** The tenders will be opened electronically on specified date and time as given in the NIT. Part I Technical bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid. Technical Bid part of the

applications will be scrutinized by the Bank as per the bench mark of minimum eligibility / selection criteria given in the Notice. Works executed under the consultancy by the firms who fulfil the eligibility criteria will be inspected by an in-house Committee of the Bank. Confidential reports from the previous clients of the firms who fulfil the minimum eligibility criteria will be obtained by the Bank. Based on the fulfilment of selection/eligibility criteria, inspection of works and confidential reports, short listing of contractors will be done for opening the financial bids.

- N.** Letters / e-mails will be issued to the shortlisted contractors informing that they have been pre-qualified based on Technical parameters as well as the date fixed for opening their financial bids. Applicants who are not shortlisted will also be intimated with reasons for their non-selection.
- O.** Commercial bids / Price Bids of the shortlisted / technically qualified bidders will be opened electronically by the Bank on the date as intimated to them.
- P.** If the space in this form is insufficient for furnishing full details, such information may be continued on separate sheets of paper, stating therein the part of the form and serial number. Separate sheets shall be used for each part and a proper reference with page number must be indicated in the main form of application.
- Q.** Applications containing false and/or inadequate information are liable for rejection.
- R.** Clarifications, if any required, may be obtained from Head Office Security Department, Bank of India
- S.** Bidders are requested to visit the site before submitting the application to acquaint themselves with the site conditions.
- T.** Decision of the Bank in regard to selection of contractor for the work shall be final. The Bank reserves the right to reject any or all applications without assigning any reason thereto.
- U.** Canvassing in any form in connection with the Tender is strictly prohibited and the bids submitted by the bidders who resort to canvassing are liable to be rejected.
- V.** **The bidders shall quote their rate EXCLUDING GST. GST SHALL BE PAID EXTRA as per rule.** If the bidder fails to pay the taxes to the authorities concerned, the owner reserves the rights to recover the said amount from the amount payable to the concerned authorities. If rates are quoted in any other format as mentioned above, their bid will not be considered and will be out rightly rejected.

Note: bidders/ tenderer must submit the tender as per original format. If any bidder changes any format of technical bid, price bid, or any part of tender at any stage of tendering/ bidding, his bid will not be considered and his tender/ bid will be out rightly rejected. If bidder makes any remarks or any condition, his bid will not be considered and his tender/ bid will be rejected. Tenderer must not revise, add, omit, or assume anything other than detailed in tender. No justification whatever may be considered in this regard.

7. SCHEDULE

- 7.1 The following is an indicative timeframe for the overall process. Changes to the time frame, if any, shall be communicated to the Respondents during the process by publishing addendums on Bank's website:

E-Tender Reference	Details
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Price of E-Tender Document	Rs.10,000.00 (Non Refundable)
Refundable EMD (Interest Free)	Rs. 1,50,000.00
Estimated Cost	Rs. 60,00,000.00
Date of commencement of issue of E-Tender Document	17 April 2025
Period for submission of Pre-bid query through MSTC	18 th April 2025 to 22 nd April 2025, 05.00 PM
Last Date & Time for receipt of E-Tender offers	09 May 2025, 01.00 PM
Date of opening of Technical bids	09 May 2025, 03.00 PM
Date of opening of Financial bids (Only for Technically Qualified bidders)	To be intimated later to technically qualified bidders only
Address for Communication	The Chief Security Officer Bank of India, 'Star House-I' Head Office, C-5, G-Block Bandra-Kurla Complex, Mumbai 400051
Telephone Contact Number	022-6668 4417/ 14/ 15/ 16
E-mail Id	Headoffice.security@bankofindia.co.in
Website	www.bankofindia.co.in

8. **EVALUATION PROCESS**

8.1 **Stage-I – Technical Evaluation**

Incomplete tender proposals not accompanied by the mandatory documents as mentioned under para 12 i.e. 'Details required to be Submitted', cost of application and EMD (unless exempted) shall be rejected. Offers will be evaluated for completeness of the technical bid in all respects as laid down in tender document. Technical Evaluation will be done by a Committee based on details provided in various Appendices of this Bid Document. The Bank reserves the right to seek clarifications from an applicant/ his references if the proposal has any ambiguous submissions before accepting or rejecting the proposal in order to give the applicant fair chance to clarify the submissions made in the proposal.

8.2 **Stage-II – Financial Bids**: Financial Bid is to be submitted in the specified format uploaded on MSTC portal. Financial Bids of only technically qualified bidders shall be opened through MSTC Website on a date which shall be intimated to the eligible bidders after scrutiny of the technical bids.

9. **LAST DATE FOR SUBMISSION OF THE TENDER**

Tender along with the documents (as mentioned under Para 12-Details required to be submitted) should be uploaded/submitted latest by 1.00 pm on 09-05-2025 on MSTC website. **The E-Tender will be opened on the same day at 3.00 pm.**

10. **ELIGIBILITY CRITERIA FOR APPLICANTS**

The bidder must fulfill following qualification criteria to be eligible to bid:

- The bidder could be a sole proprietary concern/ partnership firm or a company duly registered with appropriate authority
- The Bidder should be a registered Company/ Firm in India and having a registered Branch Office/ Service Centre in Maharashtra.
- The bidder should be an Income Tax Assesse.
- The average turnover during the last three financial years should be at least Rs. 100.00 Lakh.

- e) **Experience:** The bidder/ firm must have at least 5 (five) years' experience in Supply, Installation, Testing and Commissioning (SITC) and Maintenance of Addressable Fire Alarm System as on 01st March 2025 in Government Sector/ PSUs /Nationalized Banks/ Private Banks/ Establishments/ Private Firms.

f) Work Performance for eligibility

- i) The Bidder/Firm must have executed at least three (3) work contract for Supply, Installation, Testing and Commissioning (SITC) of Addressable Fire Alarm System in Government/ PSUs/ Nationalized Banks/ Private Banks/ Establishments/ Private firms of value not less than Rs. 24 Lakh each

OR

The Bidder/Firm must have executed at least two (2) work contract for Supply, Installation, Testing and Commissioning (SITC) of Addressable Fire Alarm System in the Government/ PSUs/ Nationalized Banks/ Private Banks/ Establishments/ Private firms of value not less than Rs. 30 Lakh each

OR

The Bidder/Firm must have executed at least one (1) work contract for Supply, Installation, Testing and Commissioning (SITC) of Addressable Fire Alarm System in the Government/ PSUs/ Nationalized Banks/ Private Banks/ Establishments/ Private firms of value not less than Rs. 48 Lakh each

(Certificates from the client(s) where the SITC of Fire Alarm system has been done to be submitted in the format mentioned in Appendix-D.)

- ii) The Bidder/ Firm must have at least two (2) running contract for Maintenance of Addressable Fire Alarm System in Government / PSUs/ Nationalized Bank/ Private Banks/ Establishments/ Private Firms amounting to at least Rs. 1,00,000.00 each as on 01st March 2025.

(Certificate from the Clients where the AMC contract is in currency to be submitted in format given in Appendix-E.)

- g) The bidder should not have been blacklisted/ debarred for corrupt and/ or fraudulent practices by any Government / PSUs organizations in last 3 years.

(Declaration to the effect to be submitted in format as given in Appendix-F.)

- h) The company/ firm/ bidder should have valid GST and PAN registration. The agency should be registered with EPFO, ESIC etc as applicable.

- i) The bidder should have valid License from Maharashtra Fire Service for doing Fire Alarm Installation Work in Maharashtra.

11. PRODUCTS TO BE SUPPLIED AND INSTALLED

Specifications along with Make and model details of the Addressable Fire Alarm Panel and other components has been listed on para 1.7 under Appendix-C "Technical details of Fire Alarm System".

12. Details along with documentary proof required to be submitted

12.1 Technical bid: The technical bid document shall contain the following and should be uploaded/submitted on MSTC website under Part A –Technical Bid "**Tender for Supply, Installation, Testing and Commissioning (SITC) and Non Comprehensive AMC of Addressable Fire Alarm System at Bank's Star House-I building**". The sections for uploading/submission are as under:

- a) **MSTC Annexure 1** – Appendix – A (Applicant's profile)
b) **MSTC Annexure 2** – Signed & stamped copy of the Tender document including Appx-B & C

- c) **MSTC Annexure 3** – All documents related to pre-qualification of Technical Bid
 - i) Proof of constitution and registration of the firm with appropriate authority.
 - ii) Document in support of local Branch Office / Service Centre in Mumbai / Navi Mumbai / Thane regions.
 - iii) Audited / Self certified, as applicable, Financial Statements along with Balance Sheet & PL Statement of last two FYs OR CA Certificate (with UDIN) on average Turn Over during last two years.
 - iv) GST Registration Certificate
 - v) PAN Card
 - vi) Certificates from Clients (Appendix D & E) along with copies of relevant work orders.
 - vii) Copy of license from Maharashtra Fire Service.
 - viii) Manufacturer's Authorization Form (MAF)
- d) **MSTC Annexure 4** – Proof of payment of / exemption from payment of Tender Fee/EMD
- e) **MSTC Annexure 5** – Any other document.

12.2 **Financial Bid:** The financial bid has to be submitted on MSTC portal in the prescribed excel file. The excel file has three sheets namely "BOQ", "Abstract" and "Summary Sheet". The bidder has to quote their rates of various items in the unlocked rate field of "BOQ" sheet and the pricing will be auto-calculated. The abstract of prices under various subhead and final quote will be available for viewing in "Abstract" and "Summary sheets" only. The final price as calculated and viewed in the summary sheet will be considered for deciding the lowest bidder. The financial bid format has been reproduced in Annexure-I of this document for reference.

12.3 **Please ensure that Financial Bid is in way uploaded in any form in technical bid section failing which the bid will be summarily rejected.**

13. **MANUFACTURING AUTHORIZATION FORM (MAF)**

- 13.1 Applicant shall submit a letter that they are an authorized partner of the OEM of Fire Alarm System.
- 13.2 Applicant shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all equipment, accessories, etc. The installed systems shall be under Comprehensive Replacement Warranty from date of handover the system for one year within which the bidder will ensure 4 quarterly preventive maintenance visits and any number of free of cost visits for repair/ replacement/ on call visit required to keep the system functional.

14. **WARRANTY**

Applicant shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all equipment, accessories, etc. The installed systems shall be under Comprehensive Replacement Warranty for one year within which the bidder will ensure periodical preventive maintenance to keep the system healthy and functional. Any number of free of cost visits for repair/ replacement/ on call visit required to keep the system functional during the defect liability period.

15. **ANNUAL MAINTENANCE CONTRACT**

The selected applicant shall be required to undertake the Annual Maintenance Contract for the Addressable Fire Alarm System being installed in the premises for a period of three years post warranty period. For the first year the system shall be covered under

comprehensive replacement warranty as per para 14 above. For the subsequent three years the system shall be covered under non-comprehensive Annual Maintenance Contract which will entail 36 monthly maintenance visits. The Annual Maintenance Contract shall be reviewed periodically and the contract may be terminated during the contract period with a 30(thirty) day notice period, if services are not found to be satisfactory.

16. PRE BID QUERIES

The Pre-bid queries should be submitted on or before **22-04-2025 by 05.00 pm** through MSTC website. It may be noted that no queries from any bidder shall be entertained or received after the above mentioned date. Queries raised by the prospective bidder and the Bank's response will be communicated through MSTC website only. No physical pre-bid meeting will be conducted. Relaxation in any of the terms contained in the Bid, in general, will not be permitted, but if granted, after Pre-Bid Queries, the same will be communicated through the corrigenda uploaded on MSTC website/Bank's website only.

17. SITE VISIT AND MEASUREMENT

The bidder firm may/ should visit the site and understand the Scope of work, maintenance, site condition, existing set-up and hook-ups to be done at the site before making the price bid. Non familiarization of site condition shall not be considered for late execution of the work & not for the cost-overrun for the specified contract. Any bidder can visit the site during working hours between the period of 28-04-2025 to 05-05-2025 for measurement after due permission from Bank.

18. GENERAL INSTRUCTIONS/CONDITIONS

- a) Please read the terms and conditions carefully before filling the application form.
- b) Please sign all the pages of the tender document including each page of the Application form.
- c) The Bid prepared by the Bidder, as well as correspondence and documents relating to the bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be written in English.
- d) Any type of formation of consortium, sub-contracting or joint assignments/work will not be allowed/considered. Such proposals will be disqualified.
- e) At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document/s, by amendment.
- f) The Bank reserves all rights to:
 - i) Accept or reject the application either in whole or in part.
 - ii) Reject any or all the applications partially or wholly.
 - iii) Cancel or withdraw this tender.
 - iv) Accept or reject any deviation from these conditions.

19. **Validity of Offer** –All the offers submitted by the bidders will be valid for 180 days from date of opening of financial bids.

**AGM & CSO
Bank of India**

Appendix-A

APPLICANT'S PROFILE

Sr	Item	Particulars/ Details																								
1	Name of the Applicant																									
2	Status of Applicant - Proprietorship/ Partnership/Company/etc.	Enclose registration document indicating constitution and date of establishment																								
3	Date of Establishment																									
4	Name of the Proprietor / Partners / Directors with contact details incl e-mail ID	Name(s) - Designation- Contact No.- , Email ID-																								
5	Address of Registered Office With Phone No. & Email Id.																									
6	Address of Branch/Service centre in Maharashtra with Phone No. & Email Id																									
7	PAN Details	Enclose copy																								
8	GST Registration Details	Enclose copy																								
9	EPF Registration details	Enclose Copy																								
10	ESIC Registration details	Enclose copy																								
11	Turn over (Enclose Financial statements/CA Certificate)	2021-22- 2022-23 - 2023-24 -																								
12	Contact details of the clients where SITC of Fire Alarm has been completed in last three years. These clients will be contacted for confirmation on the quality of work and performance	<table border="1"> <thead> <tr> <th>Description</th><th>Client 1</th><th>Client 2</th><th>Client 3</th></tr> </thead> <tbody> <tr> <td>Name of the Client</td><td></td><td></td><td></td></tr> <tr> <td>Address</td><td></td><td></td><td></td></tr> <tr> <td>Contact Person</td><td></td><td></td><td></td></tr> <tr> <td>Contact Number</td><td></td><td></td><td></td></tr> <tr> <td>e-mail ID</td><td></td><td></td><td></td></tr> </tbody> </table>	Description	Client 1	Client 2	Client 3	Name of the Client				Address				Contact Person				Contact Number				e-mail ID			
Description	Client 1	Client 2	Client 3																							
Name of the Client																										
Address																										
Contact Person																										
Contact Number																										
e-mail ID																										
13	Contact details of the clients where AMC of the Fire Alarm System is in currency. These clients will be contacted for confirmation on the service quality and performance	<table border="1"> <thead> <tr> <th>Description</th><th>Client 1</th><th>Client 2</th></tr> </thead> <tbody> <tr> <td>Name of the Client</td><td></td><td></td></tr> <tr> <td>Address</td><td></td><td></td></tr> <tr> <td>Contact Person</td><td></td><td></td></tr> <tr> <td>Contact Number</td><td></td><td></td></tr> <tr> <td>e-mail ID</td><td></td><td></td></tr> </tbody> </table>	Description	Client 1	Client 2	Name of the Client			Address			Contact Person			Contact Number			e-mail ID								
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Name of the Client																										
Address																										
Contact Person																										
Contact Number																										
e-mail ID																										
14	Details of License issued by Maharashtra Fire Services	Enclose Copy																								
15	Details of Tender application fee	<u>Details of payment receipt such as NEFT, UTR No. , Bank Details for payment of Tender Fee/Exemption Certificate for MSMEs</u>																								
16	Details of EMD Payment	<u>Details of payment receipt such as NEFT, UTR No. , Bank Details for payment of Tender Fee/Exemption Certificate for MSMEs</u>																								
17	Details of Projects completed during last three years to include details of the client, nature of work, value of the contract, stage of completion & dispute, if any. (Enclose copies of work order, progress/completion certificates)																									
A																										
B																										
C																										
18	Details of projects where AMC is currently valid/ ongoing (Client details, contract period & value)																									
A																										

B	
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Appendix-B

Draft Agreement

(Non-Judicial Stamp Paper of appropriate value)

This Agreement made on this _____ day of _____ 2025 at _____ between Bank of India a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office at Star House, C-5, 'G' Block, Bandra-Kurla Complex, Bandra (East), Mumbai 400 051 (hereinafter referred to as the 'Bank' which expression shall include its successors and assigns).

AND

M/s. _____ a Company registered under the Companies Act, 1956/Partnership firm/Proprietorship concern (delete whichever not applicable), having its registered office at _____ (hereinafter referred as 'Vendor' which expression shall include its successors and assigns).

AND

THIS AGREEMENT WITNESSETH AS UNDER

WHEREAS The Bank is inter alia engaged in the business of banking and has various gadgets including Fire Alarm System installed in its Head Office Building at Bank of India, Star House, C-5, G Block, Bandra Kurla Complex, Mumbai for safety and security of the building,

AND

WHEREAS, M/s.has been contracted for Supply, Installation, Testing and Commissioning (SITC) and Non Comprehensive AMC of Addressable Fire Alarm System at Bank of India, Star House, C-5, G Block, Bandra Kurla Complex, Mumbai

NOW THEREFORE, in consideration of the mutual covenants, undertaking and conditions set forth below and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged the Parties hereby agreed as follows:

1. Terms and Conditions

- 1.1 THE SCOPE OF WORK shall include supply, deliver at site, any other services associated with the delivery of Fire Alarm System and its peripherals and Installation, cabling, testing, commissioning, providing warranty for the Addressable Fire Alarm System and post warrant services (i.e. Annual Maintenance Contract) and any other related services for the efficient functioning of the system.
- 1.2 Annual Maintenance Contract (AMC) of the Addressable Fire Alarm System installed- The vendor shall during the period of agreement/contract supply, install maintain the Addressable Fire Alarm System installed in Bank's Head Office premises in good working condition and for the purpose shall provide the maintenance service.
- 1.3 The vendor will carry out thorough check up, testing, cleaning, servicing, software/ patch update, inspection & maintenance and any other activity required to keep the system healthy and working condition during the contract period. The vendor shall follow the BIS 2189 as an indicative standard to do the maintenance activity for the alarm system
- 1.4 The installation has to be done in the operational office which entails that the cabling/installation work in office area shall be allowed to be undertaken only in non-working hours/holidays in consultation with Security/Estate Department of the Bank in order to ensure that no disruption of work/business takes place. The vendor may prepare and plan their manpower/ technical team accordingly.

- 1.5 The vendor will ensure the system healthy and functional during the defect liability period of one year and attend all on-call visits in case of any installation/ functioning issue of the system without any additional charge. There is no limitation on number of on-call visits in defect liability period.
- 1.6 The gadgets supplied shall be brand new as per tender specification, original from the OEM, free from all defects and shall be of the highest grade and quality. VENDOR shall be fully responsible for its efficient operation and that no refurbished / duplicate / second hand gadgets or components shall be supplied or shall be used. In case of default and in case of the Bank finding that the above conditions are not complied with, the vendor will take back the gadgets supplied and return the money paid by the Bank, in full within seven days of intimation of the same by the Bank, without demur or any reference to a third party and without prejudice to any remedies the Bank may deem fit.
- 1.7 In the event of any information/ details particulars proven to be incorrect or any details submitted turned out to be false during the tenure of SITC of Fire Alarm System and subsequent AMC, the Bank at its discretion may recover the cost of the equipment and may also forfeit the Security money deposit towards performance security and terminate the complete contract. The Vendor may further be debarred from participating in the bidding process for the next three (3) years in similar nature of work in the Bank.

2. Duration of the Contract

- 2.1 The Contract duration will be of four (04) years i.e from _____ 2025 to ____ 2029 (i.e. from the date of handing over the system to the bank) unless terminated due to
 - a) Vendor being not performed services as per Tender Terms & Conditions; and
 - b) Breach of terms of contract as mentioned in this agreement hereinafter.

3. Non-Disclosure Clause

- 3.1 For the purpose of this agreement, the following definitions shall hold good
 - 3.1.1 "**Confidential Information**" means and includes all data, documents and information disclosed or to be disclosed by either Party to other Party and its Representatives (as defined herein) (including information transmitted in written, electronic, magnetic or other form and also information transmitted orally or visually) and any and all information, in whole or in part, directly or indirectly, from such information including all notes, summaries, analyses, compilations and other writings. Confidential information shall include any copy, abstract, extract, sample, note or module thereof and electronic material or records.
 - 3.1.2 **Receiving Party** means the party who receives the confidential information and is obligated to keep it secret "Receiving Party" may use the information solely for and in connection with the Purpose.
 - 3.1.3 "**Disclosing Party**" means party who discloses Confidential Information.
- 3.2 It is hereby agreed by and between the parties hereto as follows:
 - 3.2.1 **Use of Confidential Information** - Each party agrees not to use the other's confidential information for any purpose other than specified. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto.
 - 3.2.2 The receiving party shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in the direct employment of the

Receiving Party who have a need to access to and knowledge of the confidential information solely for the purpose authorized above. The Receiving Party may disclose confidential information to consultants only if the consultant has executed non-disclosure agreement with the Receiving Party.

- 3.2.3 The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing party's confidential information in violation of the terms of this Agreement.
- 3.2.4 Neither party shall make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval of the other party.

3.3 **Exemptions**

- 3.3.1 The obligations imposed upon either party herein shall not apply to information, technical data or know how whether or not designated as confidential, that:
 - a) Is already known to the Receiving party at the time of the disclosure without an obligation of confidentiality.
 - b) Is or becomes publicly known through no unauthorized act of the Receiving party.
 - c) Is rightfully received from a third party without restriction and without breach of this agreement.
 - d) Is independently developed by the Receiving party without use of the other party's Confidential Information and is so documented.
 - e) Is disclosed without similar restrictions to a third party by the Party owning the confidential information.
 - f) Is approved for release by written authorization of the disclosing party; or
 - g) Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed used only for the purposes for which the order was issued.
- 3.4 This Non-Disclosure clause shall be binding during the period of agreement. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof. The obligations of the receiving party respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.
- 3.5 **Title and Proprietary Rights** - Notwithstanding the disclosure of any confidential information by the Bank to the Vendor, the Bank shall retain title and all intellectual property and proprietary rights in the confidential information. No license under any trademark, patent or copyright or application for same which are or thereafter may be obtained by the Vendor is either granted or implied by the conveying of confidential information.
- 3.6 **Return of Confidential Information** - Upon written demand of the disclosing party, the receiving party shall (i) cease using the confidential information (ii) return the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the

disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the receiving party has complied with the obligations set forth in this paragraph.

- 3.7 The Vendor shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, information relating to this Agreement or information received under this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the Bank.
- 3.8 The Vendor shall not reverse-engineer, de-compile, disassemble, or otherwise interfere with any software disclosed hereunder.

4. Delivery / Installation and penalty for delay

- 4.1 Delivery and installation of Fire Alarm Systems should be done within 120 days from date of placing of work order if any additional days are required for completing the job, the vendor may approach the Bank through e-mail with justification. Bank may grant an extension of maximum 30 days in response to such a request based on its merit. In the event of the gadgets not being delivered, installed, tested and commissioned within the scheduled period of completion, including extension if any granted, a penalty of Rs.10000.00 for each week or part thereof for the delay, subject to maximum amount of Five (5) percent of the total consideration will be charged to vendor. This amount of penalty so calculated shall be deducted at the time of making final payment after successful installation and commissioning of Security gadgets.
- 4.2 In event of installation and commissioning not being completed in 90 days beyond the stipulated 120 days, the Bank reserves the right to cancel the Work Order and/ or AMC and forfeit the Security money deposit. In the event of such cancellation, the vendor is not entitled to any compensation. Please note that the installation schedule shall be followed strictly as stipulated. Any delay shall be viewed seriously and penalties shall be levied.

5. Delivery Installation and documentation

- 5.1 Delivery/ Installation of the gadgets shall be made by the Vendor in accordance with the system approved and ordered. The below mentioned documents shall be handed over by the vendor to the Security Department on handing over the security gadgets. Payment will be released after handing of the above-mentioned documents.
The details of the documents to be furnished by the Vendor are specified hereunder:
 - a) Copies of Vendor's Invoice showing Contract number, Products description along with serial number and Part number, quantity, unit price and Total amount.
 - b) Manufacturer's warranty certificate, User manuals, CDs etc. wherever applicable.
 - c) Detailed as built drawings (three sets) of the system as per actuals
 - d) Data sheets of all items installed in the project
 - e) Escalation matrix for service related issues

6. **Acceptance Procedure:** On successful completion of installation, commissioning, acceptability test, receipt of deliverables, etc., the installation certificate signed by the Vendor and the representative of the Bank will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the systems.

7. **Warranty:** The Vendor warrants that the products supplied under the Contract are new, unused and as per the approved specifications. The Vendor further warrants that all the Products supplied under this contract shall have no defect, arising from design or from any act of omission of the Vendor that may develop under normal use of the supplied products in the

conditions prevailing in India. Onsite comprehensive warranty for all the hardware components including free replacement of spares, parts, kits as and when necessary will be 12 months from date of handing over of the project to the Bank.

8. **Maintenance & Support** - The Vendor shall ensure presence of adequate number of trained personnel in Mumbai to provide 24x7 post installation support. During the period of contract, if there is shortage of spares due to any reason than the vendor will provide another equivalent or higher configuration spares on same rates and terms and conditions subject to bank's acceptance of the same.

- 8.1 **Preventive Maintenance:** The VENDOR shall conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the gadgets, and necessary repair of the gadgets) of the Fire Alarm System monthly. The VENDOR will maintain the system in perfect working order and condition and for this purpose will provide repairs and maintenance services. The Vendor shall rectify any defects, trouble shooting, faults and failure in the gadgets and shall repair/replace worn out or defective parts of the system. VENDOR shall further ensure that the system is not down at any time for want of spare parts.
- 8.2 Vendor shall provide a complaint number for recording and tracking the complaint status on complaints / service requests made by the Bank through written or oral, including telephone, notice in defect liability period. The complaint number should be sent to the complainant Office by e-mail immediately on receipt of the complaint/ service call.
- 8.3 Vendor shall ensure that faults and failures intimated by the Bank as above are set right within stipulated time line. The vendor should undertake to implement the observations / recommendations of any audit conducted by the Bank or external agencies and any escalation in cost on this account will not be accepted by the Bank.
- 8.4 The contracted Vendor should carry out all installation/maintenance tasks in close coordination with the Head Office, Security Department.
- 8.5 The Preventive Maintenance and attending complaint related to system's trouble shooting, faults etc. is a part of contract. No Payment shall be made for the purpose during the defect liability period.
- 8.6 **User Maintenance:** It is important that the user is aware of the importance of the Fire Alarm System and its operations. The Vendor shall offer in-depth training to the BMS/Fire Control Room staff after commissioning or during the preventive maintenance on the offered solution according to the following:
 - a) Provide hands on training to the BMS operators;
 - b) Train BMS operators/ Firemen on operations of the system including special features, data retrieval, troubleshooting & routine maintenance of gadgets;
 - c) The training shall be conducted by the vendor within the office premises;
 - d) Educate the staff about the reporting channels of faults, as soon as these are discovered.

9. **Annual Maintenance Contract (AMC):** The Newly installed Addressable Fire Alarm System will be under Comprehensive Replacement warranty of ONE year from the date of handover of the system after commissioning. No charges will be payable during the warranty period for any on-call visit during defect liability period. The vendor shall ensure that any repair/ replacement due to manufacturing defect or inappropriate / wrong handling/ service by the technician of the vendor during the warranty period should be carried out free of charge. Charges for AMC will be payable post the Warranty Period only.

- 9.1 The system shall be covered under non-comprehensive Annual Maintenance Contract which will entail monthly maintenance visits. The AMC visit will be construed to have been done only when the system is found to be functioning properly. Vendor

shall keep sufficient standby spares of essential kits or parts of the gadgets all the time, as may be required to keep the downtime minimal.

9.2 The contact details of service center, technicians and Manager i.e. telephone numbers, Mobile No., Fax No., E-Mail id, or service focal point(s) to be provided to the Security Department. In case, there is any change, updated list should be submitted to the Bank immediately.

9.4 **AMC Reports:** AMC Vendor shall prepare THREE copies of the visit report and each report will be counter signed by an officer from the Security Department. One copy will be handed over to the HO, Security Department, second copy to be retained by the vendor and Third copy will be sent along with invoice of AMC as per the payment periodicity i.e. quarterly.

10. **Security:** All the employees of the Vendor/ OEM must always carry/display their identity cards for authentication without which they will not be allowed entry in the Bank. VENDOR agrees that his personnel will at all times comply with all security regulations in effect from time to time at the Bank's premises and externally for materials belonging to the Bank.

11. **Payment terms for new installation:** Payment against the contract shall be made by Head Office, Security Department. Payments will not be released for any part-shipment or short-shipments. No advance shall be paid at the time of placing the work order.

12. **Payment schedule for AMC contract:** There will be 36 Monthly visits for the AMC and 25% of the annual AMC amount shall be payable for each quarter, subject to satisfactory completion of maintenance work. Payment of AMC bills will be made by Head Office, Security Department after the end of the quarter on a quarterly basis. Advance Payments or requests thereof shall not be entertained.

13. **Amendment in contract** - No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

14. **Delays and defaults in vendor's performance:**

14.1 Delivery, installation, commissioning of the Products/Solution and performance of Services shall be made by the Vendor within the timelines prescribed. If at any time during performance of the Contract, the Vendor encounter conditions impeding timely delivery of the Products and performance of Services, the Vendor shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Vendor's notice, the Bank shall evaluate the situation and may, at its discretion, extend the Vendors' time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.

14.2 Except as provided in the above clause, a delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

15. **Vendor's obligation**

15.1 The vendor will be responsible for arranging, procuring all relevant permissions/ Road Permits etc. for transportation of the gadgets to the location where installation is to be done. The Bank would only provide necessary letters for enabling procurement of the same. The Vendor shall obtain all requisite permission from local Government Authority as applicable for installation of Fire Alarm System

- 15.2 The Vendor will abide by the job safety measures prevalent in India including the insurance coverage of its staff and will indemnify the Bank from all demands or responsibilities arising from accidents or loss of limb or life, the cause of which is the Vendor's negligence or during performance of any work (SITC or AMC) in the Bank. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated for any such incidents.
- 15.3 The Vendor shall issue Photo-Identify Cards to all its employees who would be deployed for the survey /installation / maintenance or any other job for the system. The Photo-Identify Cards shall be signed by the employee concerned, the authorized signatory of Vendor. Photo copy of such Photo-Identity Cards to be deposited with the Security Department.

16. Termination for default:

- 16.1 The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of not less than 30 days sent to the Vendor, may terminate the Contract in whole or in part if
 - a) If the Vendor fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or
 - b) If the vendor fails to perform any other obligation(s) under the contract; or
 - c) Laxity in adherence to standards laid down by the Bank; or
 - d) Discrepancies/deviations in the agreed processes or
 - e) Violations of terms and conditions stipulated in this document.
- 16.2 If the contract is terminated under any termination clause, the vendor shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this tender document and shall also support the orderly transition to another vendor or to the Bank. During the transition, the Vendor shall also support the Bank on technical queries/ support on process implementation.
- 16.3 In case the contracted vendor backs out and refuses to work, the Security Deposit shall be forfeited, empanelment with the Bank terminated and the vendor will be debarred for 03 years from taking part in the future tenders floated by the bank in similar nature of work. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as deemed fit.
- 16.4 In the event of failure of the Vendor to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Vendor. The existing Vendor shall continue to provide services as per the terms of contract until a "New Vendor" completely takes over the work. During the transition phase, the existing Vendor shall render all reasonable assistance to the new Vendor within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services."

17. Force majeure

- 17.1 Notwithstanding the provisions of T&C, the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 17.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Vendor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign

capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- 17.3 If a Force Majeure situation arises, the Vendor shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

18. **Termination for insolvency:** The Bank may, at any time, terminate the contract of the L1 Bidder with notice if the said Bidder/s becomes Bankrupt or otherwise insolvent. It is incumbent on the L1 bidder/s to advise the bank in this regard. In case it comes to the banks notice that the L1 Bidder has become insolvent and the same has not been informed to the bank then the Bank reserves the right to invoke forfeiture of the Security Deposit of the bidder for that ongoing contract as applicable and terminate the contract immediately without any notice.

19. **Termination for Convenience:** The Bank, by written notice sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

20. **Resolution of disputes**

20.1 All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably. If, however, the parties are not able to solve them amicably, either party (THE BANK or Vendor), should give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) or shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrator; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

20.2 The Vendor shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Arbitration proceeding shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English."

21. **Jurisdiction**

21.1 **Applicable Law:** The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subject to the exclusive jurisdiction of courts at Mumbai. All dispute arising out of or connected with this contract shall be instituted in the Court of competent jurisdiction situated at Mumbai.

21.2 **Saving clause:** No suits, prosecution or any legal proceedings shall lie against the Bank or any employee of the Bank for anything that is done in good faith or intended to be done in pursuance of this agreement.

22. **Governing Language:** The governing language shall be English.

23. **Address for Notices:** A notice shall be effective when delivered or on effective date of the notice whichever is later. The following shall be the addresses of the Bank and Vendor.

Bank's address for notice purposes:

Bank of India,
Star House-I
Security Department,
C-5, G Block, Ground Floor,
Bandra Kurla complex, Bandra (East) - 400 051.

Vendor's address for notice purposes:

24. **Taxes & Duties**

- 24.1 The Vendor will be entirely responsible for all applicable taxes of Central / State Government license fees, road permits, GST etc. in connection with delivery of products at site including incidental services and commissioning.
- 24.2 Income / Corporate Taxes in India: The Vendor shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Vendor shall include all such taxes in the contract price.
- 24.3 Tax deduction at Source: Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall affect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.
- 24.4 The Vendor shall make his own arrangement for the engagement of all labour and shall be responsible for regulating their service and work conditions in conformity with all Acts, Regulations, Rules or Order of Competent Authority under relevant laws in force during the Warranty period. Vendor shall indemnify the Bank from all claims relating to Workers/ Staff Salaries, Wages, Overtime, Leave, Provident Fund, ESI, Medical Facilities, Gratuity, Bonds or any other claim as applicable and stipulated in any Statutory provisions, rules or order of Competent Authority.

25. **Liabilities & Indemnities**

- 25.1 Vendor represents and warrants that the supply repair and maintenance service to be provided do not violate or infringe upon any patent, copyright, trade secret, or other proprietary right of any other person or other entity. VENDOR agrees that it will, and hereby does, indemnify the Bank from any claim, damages, loss, penalty etc., directly or indirectly resulting from or arising out of any breach or claimed breach of this warranty.
- 25.2 Vendor agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of any deficiency in Services rendered by the Vendor or breach of any obligations mentioned in clauses hereinabove, including without limitation, breach of

confidentiality obligations or any acts of commission / omission on the part of employees, agents, representatives or Sub-Contractors of the Vendor.

- 25.3 The Vendor agrees to make good the loss suffered by the Bank on first demand made by the Bank in this regard which shall be final conclusive and binding on the Vendor.
- 25.4 Vendor further undertakes to promptly notify the Bank in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligation and in such an event, the Bank will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.
- 25.5 The Vendor shall indemnify and keep fully and effectively indemnified the Bank against any fine or penalty levied on the Bank for improper payment of tax for the reasons attributable to the Vendor.
- 25.6 The Vendor hereby undertakes the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non-performance of software/hardware deliverables within reasonable time. The Bank shall report as far as possible all material defects to the Vendor without undue delay. The Vendor also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work.
- 25.7 Nothing contained in this Agreement shall impair the Bank's right to claim damages without any limitation for an amount equal to the loss suffered for non-performance of software/ hardware/ any other system.

26. **Fraud & Corrupt practices**

- 26.1 For the purposes of this Clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
 - a) "Corrupt practice" means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bank
 - b) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the award of contract
 - c) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action during the contract.
 - d) "Undesirable practice" means
 - (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence; or
 - (ii) having a Conflict of Interest; and
 - e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Vendors with the objective of restricting or manipulating a full and fair competition.
- 26.2 The Vendor and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the contract. Notwithstanding anything to the contrary contained herein, the Bank shall black list for a period of 03 years, without being liable in any manner whatsoever to the Vendor, if it determines that the Vendor has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in execution of the contract

27. **Authority to Execute the Contract**

Each person executing this Agreement warrants and represents that he or she has the authority to enter into this Agreement on behalf of the party whose name appears below their signature.

In witness whereof, the parties hereto have set their hands through their authorized signatories.

SIGNED:

For and on behalf of BANK

For and on Behalf of

M/s.

1.1 PRODUCT – MAKE & MODEL

Sr.	Equipment/Device	Make	Model
1	Addressable Fire Alarm Panel	Honeywell-Notifier	NFS2-3030
2	Addressable Intelligent Thermal(Heat) Detector	Honeywell-Notifier	FST-951
3	Addressable Multisensor Detector	Honeywell-Notifier	FSP-951T
4	Fire Sounder with strobe	Honeywell-System Sensor	P2RL
5	Addressable Manual Call Point	Honeywell-Notifier	NFX/MCP/GLASS
6	Addressable Control Module	Honeywell-Notifier	FCM-1
7	Addressable Monitor Module	Honeywell-Notifier	FMM-1(A)
8	Addressable Relay Module	Honeywell-Notifier	FRM-1
9	Isolator Module	Honeywell	ISO-X
10	Response Indicator	Honeywell-Notifier	RI/007H
11	Junction Box	Maths or BIS Approved	BIS Approved
12	Electrical Cable	Polycap/Finox/RR kabel	BIS Approved

1.2 GENERAL

- A. The fire alarm system shall comply with requirements of NFPA Standard and Underwriters Laboratories Inc. (UL) – USA for Protected Premises such as High rise building. The specifications and standards listed below form a part of this specification. The system shall fully comply with the latest issue of these standards, if applicable:-

National Fire Protection Association (NFPA) - USA

NFPA 1	Fire Code
NFPA 70	National Electric Code
NFPA 70 E	Electrical Safety in Work Place
NFPA 75	Fire Protection of Information Technology Equipments
NFPA 90A	Air Conditioning Systems
NFPA 92A	Smoke Control Systems
NFPA 92B	Smoke Management Systems in Malls, Atria, Large Areas
NFPA 72	National Fire Alarm and Signaling Code
NFPA 101	Life Safety Code
NFPA 204	Smoke and Heat Venting

Underwriters Laboratories Inc. (UL) - USA:

UL 268, 7 th Edition	Smoke Detectors for Fire Protective Signaling Systems
UL 864, 10 th Edition	Control Units for Fire Protective Signaling Systems
UL 217	Smoke Detectors, Single and Multiple Station
UL 228	Door Closers - Holders for Fire Protective Signaling Systems
UL 268A	Smoke Detectors for Duct Applications
UL 521	Heat Detectors for Fire Protective Signaling Systems
UL 464	Audible Signaling Appliances
UL 1481	Power Supplies for Fire Protective Signaling Systems
UL60950	Safety of Information Technology Equipment

- B. The facility shall have an emergency voice alarm communication system. Digitally stored message sequences shall notify the building occupants that a fire or life safety condition has been reported. Message generator(s) shall be capable of automatically distributing up to eight (8) simultaneous, unique messages to appropriate audio zones within the facility based on the type and location of the initiating event.

- C. A new intelligent reporting, microprocessor controlled fire detection system shall be installed in accordance to the project specifications, drawings and relevant standards.
- D. The proposed product shall not restrict the buyer to one single organization, nor shall it require any proprietary dongle or other programming tools for after sales & maintenance activity.
- E. The fire alarm control panel, voice panels and any head-end equipment shall have a manufacturer's warranty of a minimum of 12 months.

1.3 INSTALLATION

- A. Vendor shall carry out a thorough inspection of the building and prepare a detailed drawing, which shall be approved/ verified by Bank team before execution of work. Vendor will provide as built drawing (3 sets) with Data Sheet after SITC of Fire Alarm as approved above.
- B. The installation has to be done in the operational office which entails that the cabling/installation work in office area shall be allowed to be undertaken only in non-working hours/holidays in consultation with Security/Estate Department of the Bank in order to ensure that no disruption of work/business takes place. The vendor may prepare and plan their manpower/ technical team accordingly.
- C. The existing fire alarm system, its accessories and cabling will also be required to be removed by the vendor to the possible extent and this will be part of the installation process.
- D. Installation shall be in accordance with the NEC, NFPA 72, local and state codes, as shown on the drawings, and as recommended by the Original Equipment Manufacturer (OEM).
- E. All conduit, junction boxes, conduit supports and hangers shall be concealed in finished areas and may be exposed in unfinished areas. Smoke detectors shall not be installed prior to the system programming and test period. All measures shall be taken to protect all accessories from physical damage, dust accumulation etc.
- F. All fire detection and alarm system devices, control panels and remote annunciators shall be flush mounted when located in finished areas and may be surface mounted when located in unfinished areas.
- G. The SLC and device installation details will be provided after SITC of Fire Alarm System.
- H. All devices should be tagged / labelled appropriately with device number, Loop number and Zone number for easy identification.
- I. The submission of data sheet of all devices, warranty certificates (minimum one year), complete operation and maintenance user manuals and drawings will be the part of handing over the document of all devices
- J. Submit panel configuration and interconnection of modules and all other data as required to make product suitability with Fire Alarm System.

1.4 TESTING

- A. Before energizing the cables and wires, check for correct connections and test for short circuits, ground faults, continuity, and insulation.
- B. Open initiating device circuits and verify that the trouble signal actuates.
- C. Open and short signaling line circuits and verify that the trouble signal actuates.
- D. Open and short notification appliance circuits and verify that trouble signal actuates.
- E. Ground all circuits and verify response of trouble signals.
- F. Check presence and audibility of tone at all alarm notification devices.
- G. Check installation, supervision, and operation of all intelligent smoke detectors using

the walk test.

- H. Each of the alarm conditions that the system is required to detect shall be introduced on the system. Verify the proper receipt and the proper processing of the signal at the FACP and the correct activation of the control points.
- I. When the system is equipped with optional features, the manufacturer's manual shall be consulted to determine the proper testing procedures. This is intended to address such items as verifying controls performed by individually addressed or grouped devices, sensitivity monitoring, verification functionality and similar.

1.5 INSTRUCTION & TRAINING

- A. Instruction shall be provided as required for operating the system. Hands-on demonstrations of the operation of all system components and the entire system including program changes and functions shall be provided.
- B. The contractor and/or the systems manufacturer's representatives shall provide a typewritten "Sequence of Operation."
- C. A suitable Training for Fire Control Room and Building Management operator shall be arranged and trained for operation & maintenance and trouble shooting of Fire alarm System. The training shall be such an exhaustive that operator can make the system healthy and working condition all time.
- D. The Vendor shall provide a refresh training program during maintenance in every quarter in defect liability period without any additional charges to ensure system healthy condition.

(Format for Work Experience Certificate from the Client)
On the letter head of the Client duly signed by the authorized Officer

PERFORMANCE CERTIFICATE

Name and Address of the client: _____

Name of the Agency: M/s _____

Sl. No.	Description	Details
a)	Name of Work & Location	
b)	Work Order No & Issue Date	
c)	Value of Work Order (Excluding GST)	
d)	Date of Work Completion	
e)	Actual value of work order, if any deviation after completion of work	
f)	Quality of Work (Good/Satisfactory/Poor)	
g)	Remarks, if any	

Signature of the Officer with Office Seal:

Name of the Officer:

Designation:

Phone/ Mobile No:

Email Id:

Appendix- E

(Format for Performance Certificate on AMC from existing Client)

On the letter head of the Client duly signed by the authorized Officer

Details of Running AMC Contract of AMC of Fire Alarm System

Sr.	Particulars	Details
1	Name of the Client	
2	Address of the client	
3	Name of authorized officer as referee	
	Designation	
	Office Phone Number	
	Mobile Number	
	E-mail address	
4	Name of work	
5	Address of client office/site where AMC contract is in currency	
6	Work order no. & Issue Date	
7	Value of AMC contract	
8	Period of the AMC contract	
9	Quality of service (Good/Satisfactory/Poor)	

(Signature)

Name of the Authorised signatory

Designation

Company seal

Date

(on letter head of the applicant)

The AGM & CSO
Security Department
Bank of India
Head Office, Star House,
C-5, G-Block,
Bandra Kurla Complex
Bandra East
Mumbai 400051

DECLARATION

We, [Company Name], having registered address at _____, hereby solemnly declare that our company/agency is not currently blacklisted, debarred or suspended by any Government Department, Public Sector Undertaking or any Regulatory Authority in India.

We further confirm that we have not been involved in any instance of violation of laws related to statutory compliances with EPF / ESI or instance of evasion of Goods and Services Tax or Income Tax during last three years.

We undertake to immediately disclose any such information on blacklisting, debarment or suspension, penal action by the Government/regulators for violation/non-compliance with EPF/ESI statutory compliances or tax evasion, if it occurs during the work contract including with AMC of Fire Alarm System.

We also understand that if an undisclosed instance of violation/penalty/tax evasion as mentioned above comes to the notice of the Bank, the contract will be terminated without any notice in addition to imposition of penalty, if any, as per the terms of empanelment/contract.

(Signature)
Name of the Authorised signatory
Designation
Company seal

Date