



SITE ADDRESS:
6TH & 14TH FLOOR, B- WING,
KOHINOOR SQUARE,
N. C. KELKAR MARG, DADAR (W).



OFFICE ADDRESS: BANK OF BARODA
FACILITIES MANAGEMENT DEPARTMENT
1ST FLOOR BARODA CORPORATE CENTRE
C-26, G-BLOCK, BANDRA KURLA COMPLEX,
BANDRA (EAST), MUMBAI-400051

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SECTION A

INTRODUCTION

| Definitions of some common terms & Abbreviations | |
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| Bidder / Respondents | Reputed Service Provider/Vendors which participate in E tendering to make an offer |
| Contractor/Supplier/Vendor | Final successful Bidder to whom the contract will be awarded |
| Bank | Bank of Baroda |
| EMD | Earnest Money Deposit |
| SLA | Service Level Agreement |
| CAMC | Comprehensive Annual Maintenance Contract |
| MOU | Memorandum of Understanding |
| IST | Indian Standard Time GMT +5:30 |
| INR | Indian Rupee |
| PFMS | Premises and Facility Management Services |
| PBG | Performance Bank Guarantee |

Notice:

Bank of Baroda, Facilities Management Dept. BCC, Mumbai, invites offers from prospective Vendors for Providing Facility Management Services at Office Premises at **6TH & 14TH FLOOR, B- WING, KOHINOOR SQUARE, N. C. KELKAR MARG, DADAR (W), Mumbai.**

Interested bidders can access tender from Tender Section of Bank of Baroda's website www.bankofbaroda.com.

Further "Corrigendum" or "Addendum" (if any) shall be issued on Bank's website only and prospective Bidders have to keep checking our website for any additional instructions/ Addendum, if any till last date of tender submission time. Bidders who quote tender without attaching tender or the addendum if any will be rejected.

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

Confidentiality:

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

Schedule of E Tender

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| A.1 | E-Tender No. | BOB/FM/MB/113/18 |
| A.2 | Date of viewing Tender | 02.05.2022 |
| A.3 | Date of Starting of E-Tender for submission of on line | 23.05.2022 |
| A.4 | Date & Time of closing of online E-Tender for submission of Technical Bid & Price Bid | 23.05.2022 & 1500 hrs IST |
| A.5 | Date & time of opening of Part-I - Technical Bid | 23.05.2022 & 1530 hrs IST |
| A.6 | Date & time of opening of Part-II - Price Bid | Date of opening of Part II i.e. Commercial bid shall be informed separately. |
| A.7 | Last date of submission of EMD through RTGS/NEFT | 23.05.2022 & 1500 hrs IST |
| A.8 | Pre-Bid Meeting may be arranged through online platform of starting date & time. | 09.05.2022 , at 1100 hrs |
| A.9 | Earnest Money Deposit | Rs 1.37 Lacs (Rupees One Lacs Thirty Thousands only) |
| A.10 | Estimated Cost | Rs 1.37 Cr |
| A.11 | Address for online submission of bids (technical as well as price bid) | Bid must be submitted online on URL _____ : https://www.tenderwizard.com/BOB |
| A.12 | Address for opening of bids | URL _____ : https://www.tenderwizard.com/BOB |
| A.13 | Contact Details of Online Portal facilitator, M/s. e-Procurement Technologies Ltd. (ETL). | Primary Contact Number Mr. Krupesh Rajeev Kulkarni +91-8800907637 Alternate Contact Numbers |

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| | | Mr. Sandeep Gautam : +91-8800496478 Mr. Kamal Mishra : +91-8800115821 |
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Conditional tenders are liable to be rejected. Dispute, if any, will be subject to Mumbai jurisdiction only.

For any further information on the tender, following offices / persons to be contacted:

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| <p>1. Mr. Manajit Behura Sr Manager(Civil), Ph. No. : 022 – 66985073 Email : em.bcc@bankofbaroda.com</p> <p>2. Mr. A K Shukla Chief Manager(Civil), Ph. No. : 022 – 66985101 Email : em.bcc@bankofbaroda.com</p> |
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SECTION B

IMPORTANT INSTRUCTIONS FOR E-PROCUREMENT

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| B.1 | Important instructions for E-Tender |
| | <ul style="list-style-type: none"> • This is an online tender event of Bank of Baroda. • Bidders are requested to read the terms & conditions of this RFP before submitting their online tenders. • Bidders who do not comply with the conditions with proper/necessary documentary proof (wherever required) will not qualify in the Tender process for opening of Commercial bid. Bidders are requested to upload all the documents called for properly and shall not upload haphazardly and irrelevant documents. • The intending bidders are required to submit their offer electronically through E-Tendering portal. No physical tender is acceptable by Bank. • Online (Part I - Technical Bid) and (Part II - Price Bid) will be done through URL : https://www.tenderwizard.com/BOB |
| B.2 | <u>General Instructions to Vendors - E Tendering</u> |
| | <ul style="list-style-type: none"> • To view the Tender Document along with this Notice and its supporting documents, kindly visit following e-Tendering website of Bank of Baroda: www.tenderwizard.com/BOB • The bidders participating first time for e-tendering on Bank of Baroda e-tendering portal will have to complete the Online Registration Process on the e-tendering portal. A link for enrolment of new bidders has been provided on the above link. All bidders interested in participating in the online e-tendering process are required to procure Class III Digital Signatures e-Token having -02- certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The bid should be prepared & submitted online using the bidder's authorized Class III Digital Signature (Individual certificate is allowed for proprietorship firms) Digital e- Token. |
| | <p><u>Tenderwizard Help Desk</u></p> <ul style="list-style-type: none"> • If any assistance is required regarding e-tendering (registration / upload / download / Bid Preparation / Bid Submission) please contact Tenderwizard Help Desk as per following: <p style="text-align: center;">Helpdesk Contact No. : +91 11-49424365</p> |

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| | <p style="text-align: center;">Email – eprocurebob@etenderwizard.com</p> <p><u>Primary Contact Number</u></p> <ul style="list-style-type: none"> • Mr. Krunal Mahajan : +91-8800907637 • <u>Alternate</u> <p><u>ContactNumbers</u></p> <ul style="list-style-type: none"> • Mr. Sandeep Gautam : +91-8800496478 Mr. Kamal Mishra : +91-8800115821 • <u>Contact No. for other activities</u> • Registration Help Desk : +91-11-49424365 (Kindly put “REGISTRATION/PROFILE UPDATE” in the subject line of the email to eprocurebob@etenderwizard.com) - • e-procurement queries : +91-11-49424365 (Kindly put “E-PROCUREMENT QUERIES” in the subject line of the email to eprocurebob@etenderwizard.com) <p>Note: please note support team will be contacting through email and whenever required through phone call as well. Depending on nature of assistance support team will contact on the priority basis. It will be very convenient for bidder to schedule their online demo in advance with support team to avoid last minute rush.</p> |
| | <p><u>Downloading of Tender Document</u></p> <p>The tender document is uploaded / released on Bank of Baroda e-tendering portal link as mentioned above. Tender document and supporting documents may be downloaded from same link. Subsequently, bid has to be prepared and submitted ONLINE ONLY as per the schedule given in Notice Details. The Tender document will be available online only. Tender document will not be sold / issued manually.</p> |
| | <p><u>Preparation & Submission of Bids</u></p> <p>The bids (Pre-Qualification, Eligibility, Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted “ONLINE” or by any other mean shall be summarily rejected. No other form of submission shall be permitted.</p> |
| | <p><u>Do’s and Don’ts for Bidder</u></p> <ol style="list-style-type: none"> i. Registration process for new Bidders should be completed within first week of release of tender. ii. The e-procurement portal is open for upload of documents from the start of the bid submission date. Hence bidders are advised to start the process of upload of bid documents well in advance. |

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| | <ul style="list-style-type: none"> iii. Bidders have to prepare for submission of their bid documents online well in advance. iv. The encrypt/upload process of soft copy of the bid documents large in number to e- procurement portal may take longer time depending upon bidder's infrastructure and connectivity. v. To avoid last minute rush & technical difficulties faced by bidders in uploading/submission of bids, bidders are required to start the uploading of all the documents required -01- week in advance for timely online submission of bid. vi. Bidders to initiate uploading of few primary documents during the start of the tender submission and any request for help/support required for uploading the documents / understanding the system should be taken up with e-procurement service provider well in advance. vii. Bidders should not raise request for extension of time on the last day of submission due to non-submission of their bids on time as Bank will not be in a position to provide any support at the last minute as the portal is managed by e-procurement service provider. viii. Bidder should not raise request for offline submission or late submission since ONLINE submission is accepted only. ix. Partly or incomplete submission of bids by the bidders will not be processed and will be summarily rejected. |
| | <p><u>Guidelines to Bidders for Electronic Tendering System</u> <u>Pre-requisites to participate in the Tenders</u></p> <p><u>Registration of bidders on e-procurement portal of Bank of Baroda:</u></p> <p>The bidders unregistered on e-procurement portal of Bank of Baroda and interested in participating in the e-tendering process shall be required to enroll/register on the e- procurement portal. To enroll, bidders have to generate User ID and password on www.tenderwizard.com/BOB. The bidders may obtain the necessary information on the process of registration/enrollment either from Helpdesk Support Team: +91-11-49424365 or may download Vendor Help Manuals available under "Help Manuals/ Latest Circulars/ Formats" on home page of e-procurement portal i.e. www.tenderwizard.com/BOB.</p> |
| | <p>Preparation of Bid & Guidelines for Digital Certificate</p> <p>The Bid Data that is prepared online is required to be signed & encrypted and the hash value of the Bid Data is required to be signed electronically using a Class III Digital Certificate. This is required to maintain the security of the Bid Data and also to establish the identity of the Bidder transacting on the System. This Digital Certificate should be having Two Pair (1. Sign Verification 2. Encryption/ Decryption). Encryption Certificate is used to encrypt the data / information and Signing Certificate to sign the hash value during the Online Submission of Tender stage.</p> <p>The Digital Certificates are issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities of Government of India</p> |

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| | <p>through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate.</p> <p>Bid data / information for a particular Tender must be submitted only using the Digital Certificate. In case, during the process of preparing and submitting a bid for a particular tender, the bidder loses his / her Digital Signature Certificate (i.e., due to virus attack, hardware problem, operating system problem), he / she may not be able to submit the Bid online. Hence, the bidders are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need.</p> <p>In case of online tendering, if the Digital Certificate issued to an authorized user of a partnership firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that user to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner in the same form is required to authorize) to use the digital certificate as per Indian Information Technology Act, 2000.</p> <p>Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authority User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Bank of Baroda as per Indian Information Technology Act, 2000. The Digital Signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or Sub Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.</p> <p>The same procedure holds true for the Authorized Users in a Private / Public Limited Company. In this case, the Authorization Certificate will have to be signed by the Director of the Company or the Reporting Authority of the Applicant.</p> <p>The bidder should Ensure while procuring new digital certificate that they procure a pair of certificates (two certificates) one for the purpose of Digital Signature, Non-Repudiation and another for Key Encipherment.</p> |
| | <p>Recommended Hardware and Internet Connectivity</p> <p>To operate on the Electronic Tendering System, the bidders are recommended to use Computer System with at least 2 GB of RAM and broadband connectivity with minimum 1 Mbps bandwidth. However, Computer Systems with latest i3 / i5 Intel Processors and Broadband/4G connection is recommended for better performance.</p> <ul style="list-style-type: none"> • Operating System Requirement Windows 7 & above |

- **Browser Requirement (anyone from following)**

Microsoft Internet Explorer (IE) version 11 and above Mozilla Firefox - Latest version Google Chrome - Latest version

- **Browser settings**

1. Disable the 'Popup Blocker' in the browser under Tools. Make sure this is in 'Turn Off' mode.
2. Add the e-procurement domain name in the 'Compatibility View' list of your browser Turn off the 'SmartScreen Filter' in the browser.

- **Supported File Types**

1. General Documents such as DOC, XLS, JPG, BMP, GIF, PNG, PDF, ZIP formats are allowed
2. Files with .EXE, .PSD extensions are not allowed
3. File size not to exceed 5 MB per attachment
4. All uploaded files should be virus free and error free

- **Minimum System Configuration**

1. CPU speed of 2.0 GHz
2. USB Ports
3. 2 GB of System Memory (RAM)
4. Anti-virus software should be enabled and updated regularly

- **Requirement of utility software**

1. Java Run Time Engine (JRE – 1.8.0) or higher.
2. Microsoft Office 2003 with MS Word and MS Excel
3. Adobe Acrobat Reader, PKI Installation Driver for Digital Signature

Steps to participate in the e-Tenders

Online viewing of Detailed Notice Inviting Tenders The bidders can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by Bank of Baroda on the home page of bank's e-Tendering Portal on www.tenderwizard.com/BOB.

➤ **Download of Tender Documents**

The Pre-qualification / Main Bidding Documents are available for free downloading. However, to participate in the online tender, the bidder must pay application money via NEFT/RTGS mode & submit the details in the e-procurement portal.

➤ **Online Submission of Tender**

Submission of bids will be preceded by Online Submission of Tender with digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering

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| | <p>Authority of BOB. The templates may be either form based, extensible tables and / or upload-able documents. In the form-based type of templates and extensible table type of templates, the bidders are required to enter the data and encrypt the data/documents using the Digital Certificate / Encryption Tool wherever applicable.</p> <ul style="list-style-type: none"> ➤ Close for Bidding After the expiry of the cut-off time of Online Submission of Tender stage to be completed by the Bidders has lapsed, the Tender will be closed by the Tender Authority. ➤ Online Final Confirmation After submitting all the documents bidders need to click on “Final Submission” tab. System will give pop up “You have successfully completed your submission” that assures submission completion. ➤ Short listing of Bidders for Commercial Bidding Process The Tendering Authority will first open the Technical Bid documents of all Bidders and after scrutinizing these documents will shortlist the Bidders who are eligible for Commercial Bidding Process. The short-listed Bidders will be intimated by email. ➤ Opening of the Commercial Bids The Bidders may remain present in the office of the Tender Opening Authority at the time of opening of Commercial Bids. However, the results of the Commercial Bids i.e. TCO of all bidders shall be made available on the bank’s e-procurement portal after the completion of opening process. ➤ Tender Schedule (Key Dates) The bidders are strictly advised to follow the Dates and Times as indicated in the Time Schedule in the detailed tender Notice for the Tender. All the online activities are time tracked and the electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and time of the stage as defined in the Tender Schedule. |
| | <p>Important Points:</p> <p>The Bid hash values are digitally signed using valid Class – III Digital Certificate issued by any Certifying Authority. The bidders are required to obtain Digital Certificate well in advance</p> <ol style="list-style-type: none"> a. The bidder may modify bids before the deadline for Online Submission of Tender as per Time Schedule mentioned in the Tender documents. b. This stage will be applicable during both Pre-bid / Pre-qualification and Financial Bidding Processes. |
| | <p>Steps by step detailed Vendor Manual are available on homepage under Support section related to activities like Java Settings, Registration, Login Process, Tender Participation, Bid Download, upload & Submission,</p> |

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| | <p>Corrigendum/Addendum, Clarifications, Re- submissions etc. on e-procurement portal i.e. www.tenderwizard.com/BOB</p> <p>Note: Bank and ITI Limited shall not be liable & responsible in any manner whatsoever for any failure to access & bid on the e-tender platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the event. Bidders are advised to ensure system availability and prepare their bid well before time to avoid last minute rush. Bidders can fix a call with support team members in case guidance is required by calling on helpdesk number.</p> |
| B-3 | Special Instructions to the Bidder |
| | <p>All rates and lump sum amounts, if any, shall be firm throughout the duration of the contract and no influences shall be permitted for any changes in any of P&FM's costs or inclusions due to any reasons such as currency variations, material, transport and price fluctuations or any other reason unless expressly provided for elsewhere in this Agreement.</p> <p>P&FM can quote the rate accordingly as we have asked the rate on yearly basis Please note that this contract is lump sum contract and payment shall be released based on the performance parameters given below; In order to ensure the continued performance of the service provider against the service specification a score sheet will be completed once in a month by the organization (Bank) so as to arrive at an agreed rating system for each facility to be provided by serviced provider.</p> <p>The rating system will be applied to a performance related payment table that would reward the service provider for exceeding the specification as well as penalize for not meeting the specification. Role and responsibilities of FMS has been clearly defined in this tender document.</p> <p>Please note that in addition to regular observation of performance of service provider, detailed checking / inspection will also be carried out by the committee of two officials of our department, one official of Security department along with Manager (appointed by service provider at work place as per tender terms) to finalize the scoring system looking to short coming / deficiencies / accuracy (if any) and accordingly monthly payment will be calculated:</p> |

Example of scoring is mentioned below:

| SR. NO. | SERVICE CRITERIA | Maximum Marks for specific service | Marks obtained * | Remark Good Satisfactory Not up to mark |
|---------|----------------------------|------------------------------------|------------------|--|
| 1 | House Keeping | 20 | | |
| 2 | Consumables/Machinery | 20 | | |
| 3 | Dress Code | 20 | | |
| 4 | Staff Feedback for service | 20 | | |
| 5 | Discipline and Punctuality | 20 | | |
| 6 | TOTAL | 100 | | |

- Following system will be followed for payment in respected P&FMS service;

| <u>Scoring</u> | Rating | Proposed deduction |
|-----------------------|---------------|------------------------------|
| | 85%-100% | Nil deduction |
| | 80%-84% | 2% of total monthly payment |
| | 70%-79% | 5% of total monthly payment |
| | 65%-69% | 10% of total monthly payment |
| | 60%-64% | 20% of total monthly payment |

Submission of compliance reports executing satisfactory services for housekeeping of common area, toilets, pantry, office area such as mopping, cleaning, putting all the consumable items in place as per contract terms.

1. Attending all the housekeeping issues pointed out in the department.
2. Up keep of all the items in the office premises including jet cleaning of all hot surfaces, Cleaning of all the lights, conducting, switch board, ventilation, fan, workstations, chairs, sofas, storage units and cleaning including removal of dirt, dust, cow webs, switching on /off the light fixtures, cleaning of terrace, bathrooms, server rooms and cleaning of drain lines etc.

3. Calling AMC agency appointed at the site periodically as per their AMC contract and timely renewal of their service contract by informing Bank prior the expiry of contract.
4. Maintaining inventory of consumable items, and submitting monthly report along with bill.
5. The Bank will enter into Annual Maintenance Contracts for certain services as per need and If any point of time it is observed that F&PM has not followed up for any discrepancies / shortfall with Service provider (under Annual Maintenance contract) deduction @ 5% per activity shall be affected .

Pest Control

1. Will Attend to all common areas on a monthly basis or as & where required to keep the building both externally & internally pest free. Also this cost must include the cost of Rodent control.

Periodicity

i) Pest Control: Once in two weeks (Gel treatment in office, toilet, canteen area) and chemicals treatment in passage, godown etc.

ii) Rodent control- Once in a month

Vendors are supposed to take all the possible action to achieve 100% efficiency in the facility management services in totality strictly in terms of contract and maintaining the desired quality as per above accepted by the Bank within the time limit given in the tender.

Requirement of no. of staff and labour deployment shall be assessed by the vendors looking into the task he has to perform under the FMS. Hence any point of time no such deficiency should be observed.

1. The Bank's working hours shall be 9 AM to 5 PM except 2nd Saturday, 4th Saturday and Bank holidays. No extra payment will be given for working beyond these hours or on Sundays and Holidays if P&FM Service Contractor desires so for meeting the targets as per the terms of contract.
2. P&FM Service Contractor has to arrange for engaging their workers on Holidays and Sundays if so desired by the Bank. No compensatory off/ extra payment to this effect will be entertained. Services required/ requested on Sundays/ holidays will not exceed 26 days in a year. In case service required for more than 26 days, payment will be made on actual basis. However, service provider shall submit the

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| | <p>justifications for over and above the 26 days during that period while submitting the bill.</p> <ol style="list-style-type: none"> 3. Should any new areas of work transpire which Bank considers are not envisaged as being part of this tender, the prices for the new scope of work shall be mutually agreed between the Bank and P&FM Service Contractor based on actual rate analysis on established norms. In the event of non-Agreement of the rates, the Bank reserves the right to get the same executed through any other agency so appointed for. 4. The Bank will directly enter into Annual comprehensive Maintenance Contracts (AMCs) for certain services such as HVAC, lifts, water purifiers, kitchen equipment's, etc. and attach these contractors to the P&FM Service Contractor for management and for certification of bills and amount of work done etc. 5. Bank will also provide one register at site for keeping / maintaining all complaints received from our various departments. F&PM will maintain the same with their action taken report which will be checked by our department at any point of time. 6. The Bank will make all payments to the P&FM Service Contractor for services rendered satisfactorily on monthly basis in accordance to the relevant clause of conditions of contract. |
| B.4 | Bid Submitting & Opening |
| | <ul style="list-style-type: none"> • Part I Technical bid will be opened electronically on specified date and time as given in the tender. • Part II Commercial bid will be opened electronically of only those bidder(s) who's Part-I Technical Bid is found to be acceptable by Bank of Baroda. Such bidder(s) will be intimated the date of opening of Part-II Commercial bid, through valid email provided by them. • All entries in the tender should be entered in online technical bid & Price bid Formats without any ambiguity. • All notices /corrigendum and correspondence to the registered bidder(s) shall be sent by email only during the process till finalization of tender by Bank of Baroda. Hence the bidders are required to ensure that their corporate email id provided is valid and updated at the stage of registration. • E-Tender cannot be accessed after the due date and time mentioned in the tender. • The process involves Electronic Bidding for submission of Technical and Commercial Bid. |
| B.5 | Submission of Technical Bids |

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| | <p>The TENDER response shall be submitted in two parts. Part I shall comprise of Technical Bid plus EMD and Part II shall contain Price Bid. These bids shall be submitted Online.</p> <p>Bidder shall submit Earnest Money Deposit (EMD) amount online through NEFT/RTGS on the details below:</p> <p style="text-align: center;">Bank: BANK OF BARODA Branch: Bandra East IFSC: BARB0BANEAS ('0' is Zero) (Fifth Letter) Account Type: OD Account No.: 29040400000418</p> <p>Under no circumstances, Earnest Money Deposit will be accepted in the form of fixed deposit receipt/DD/Banker's cheque or Insurance guarantee or Cheque.</p> <p>Please note that firms/agencies claiming exemption from submission of EMD under any statutory authority/law (eg . NSIC, MSME,KVIC etc.) shall be required to submit necessary documents viz. valid registration certificate etc. to the satisfaction of the Bank. Such firms shall ensure to submit copy of valid Registration Certificate duly signed and stamped in place of receipt of NEFT/RTGS.</p> <p>The proposal shall be prepared in English. Name of contact person, e-mail address and phone/fax numbers of the bidder shall also be indicated on the sealed envelopes.</p> <p>Please note that any changes in the technical / prequalification criteria mentioned in this Tender Document shall be inserted as addendum in the tender section of Bank's Website and in <u>URL:</u> https://www.tenderwizard.com/BOB</p> |
| B.6 | Submission of Commercial Bids |
| | <ul style="list-style-type: none"> ➤ Price Bids will be submitted online. ➤ The prices offered to the Bank must be in Indian Rupees. ➤ Basic rate should be quoted. ➤ Applicable GST will be added in each head as per price bid format. ➤ L1 will be decided on the overall cost. ➤ Any price variation on account of change in tax structure (+ or -) shall be payable/recoverable during the contract period. |
| B.7 | Pre-Bid Meeting |
| | <p>A pre-bid meeting shall be arranged at 09.05. 2022, at 1500 hrs:</p> <p>Bank of Baroda Facilities Management Department</p> |

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| | <p>1st Floor, Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai-400051.</p> <p>Queries received up to two days prior to Pre-bid meeting date only will be addressed during pre-bid meeting. All the queries should be sent to the mail id: em.bcc@bankofbaroda.com.</p> <p>Pre-Bid shall be arranged through online module. Bidder shall submit their name, designation, contact number and email id (only one representative from each firm) to em.bcc@bankofbaroda.com. Subject of the mail shall be name of tender.</p> <p>Meeting invite Link will be sent by the Bank to bidder's provided email IDs to join the Online Meeting as per the schedule mentioned above.</p> <p>Bidder representatives will have to click the Bank provided link (provided in the e-mail) to join the On- Line Pre-bid meeting.</p> |
| B.8 | Opening of Technical Bids |
| | <p>The Technical Bids will be opened online only. No separate intimation will be given to the bidders in this regard.</p> |
| B.9 | Evaluation of Technical Bids |
| | <p>Technical Bids will be evaluated on the basis of fulfilling Bidders Profile Details and compliance to Eligibility criteria, Technical specification, other terms and conditions stipulated in the tender document. Commercial Bids of only those bidders who qualify in the technical evaluation, based on the criteria laid down hereinabove, will be opened.</p> <p>The Bank reserves the right to reject any or all the tenders without assigning any reason thereof.</p> |
| B.10 | Evaluation of Commercial Bids |
| | <p>After the technical evaluation of the tenders, the price bid of only technically qualified bidders (as per the criteria mentioned hereinabove) shall be considered for price bid evaluation. The Bank reserves its right to seek and obtain substantiating data from the bidders for verification of the credentials submitted. The Date of opening of Price Bid shall be advised separately to all technically qualified bidders. Bank may at its discretion, request the shortlisted bidders to give a demonstration of their proposed system at their cost before opening of price bid. This will also be considered as a part of technical evaluation.</p> |

| B.11 | Description of Work |
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| | <p>The Premises and Facility Management Service Contractor are required for Providing Facility Management Services at Bank of Baroda, Office Premises At 6th & 14th floor, B- wing , Kohinoor Square, N. C. Kelkar Marg, Dadar (W)..</p> <p>The brief details of works are as under:</p> <p>A. <u>Manpower Requirement and Costing</u></p> <p>Manpower requirement given below is worked out based on the assessment made at our end and is purely indicative. Any additional requirement as envisaged by the agency for satisfactory completion of jobs have to be engaged at site. No extra claim towards additional man power engaged shall not be considered.</p> <p>1. <u>House men</u></p> <ol style="list-style-type: none"> i) House men at site between 9 A.M. to 5 PM and the timing of shift will be modified as per requirement keeping the working hours fixed. The change of schedule for the whole team or part of team will be effective informing the bidder in prior., ii) Distribution of housemen will be decided by the bank. iii) P&FMC has to engage required manpower on weekdays / holidays for attending specialised cleaning like carpet spotting, shampooing, brushing, scrubbing etc. No compensatory off/ extra payment claims will be entertained. <p>2. Toilet attendants</p> <p>Lady toilet attendants s decided by the bank have to be engaged from 9 A.M. to 5 PM pm on all working days beyond their regular cleaning jobs.</p> <p>3. The contractor must cover all employees under his charge for all statutory compliances like ESIC PF, minimum wages, accidental insurance / death. All housekeeping staff must be trained with required experience in a similar building to perform duties entrusted to them , and must be in proper uniform at all times.</p> <p>4. Above mentioned manpower distribution can be remodelled from time to time in consultation with bank without compromising on quality of service and zero interruption to the occupant.</p> <p>5. Internal glass cleaning will be a part of housekeeping services.</p> <p><u>B. Schedule of House Keeping Equipments I Consumables & Costing</u></p> |

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|------|--|
| | <p><u>1. Machine(y & Equipment.</u></p> <ul style="list-style-type: none"> • Wet & Dry Vacuum Cleaner heavy-duty industrial type (2. Nos.) • Mechanized Battery / Fuel operated floor sweeper for terrace area. • Multipurpose floor maintainer with accessories (for Shampooing, Burnishing buffing, etc.) • High-pressure jet with accessory (1. Nos) • Multipurpose housekeeping trolley (1. Nos for both sites) • Mopping bucket with squeezer (3. Nos) • Ladder 8 ft 1 for each site <p><u>2. Housekeeping Consumables:</u></p> <p>Soft & Hard Broom Cob - Web Duster Floor & Glass Duster Table & Computer Duster Odonil Sticks / Naphthalene Balls WC - Brush, Silvo /Brasso Deodorized - detergent for mopping R-1 to R-7 (Diversey Tasky) Murphy Oil / Min Cream, Spray bottles, Buckets, Caddies, Garbage Bogs, Mugs, Dust Collectors, Odopic / Vim Powder. Round Mops, Kentucky Mops, Room Freshener, Tissue paprs, Mosquito repellent, liquid soap (Consumable items of HUL)</p> <p>P&FMS will ensure that one small odonil stick & two naphthalene balls in all urinals and odonil fresheners in toilets / wash area and tissue rolls (150 gr. Weight) are available at any point of time. Special Attention is requested to note that in case of any deficiency in quantity or quality if observed in consumable items bank will have the right to deduct even full amount of monthly payable / payment against said head.</p> <p>Rubber Cushion, Glass Wiper, Hand Brush, oversized sweeping Brush for external areas, Buffing & Scrubbing Pads & Carpet & Upholstery Shampoo liquids HLL Soap for the dispensers in all toilets, Tissue rolls (Total Toilet 2 x IO levels x 5 units), also to be provided by the service provider. Items provided by the FMS will be verified by the concerned officer of Bank.</p> |
| B.12 | Scope of Work |
| | <p>The following activities will be under the scope of work of the vendor:</p> <p>Bank of Baroda will enter into separate Annual Maintenance and Comprehensive Contracts for all utility equipment like lifts, Air conditioning, and P&FMSC will coordinate with them:</p> |

1). The single point responsibility shall cover:

(a) Ground maintenance to keep good appearance, maintain clean / hygiene conditions of the property, paving, and landscaping.

(b) Services including cleaning of all common areas, interior areas of offices, toilets, electrical rooms within office areas, cleaning floors, walls, columns, furniture, computers ,printers, all types office equipment, litter bins, lifts, staircases, ramps, basements, internal and external glass etc. The environmental services shall also include cleaning of special architectural and decorative features and internal planting, toilets including wash areas, floors, ceiling, ceiling tiles, walls, cubical partitions, mirrors, light fittings, vertical blinds , wooden flooring carpet shampooing ,ceiling grills and diffusers, sanitary wares, washbasin sanitary bins, soap dispensers, pantry facility. The services shall also include open terrace, lift machine rooms, all service shafts etc.

(c) Waste Management : final disposal outside the site once in a week as prescribed by the local statutory bodies like pollution board, MMRDA etc. Necessary records should be maintained as a proof of carrying out the waste disposal. Waste paper will be disposed by the Bank directly.

(d) Operation and maintenance of plumbing, water supply, drainage, sewage installations

(e) Security/firefighting services- separate contract will be awarded for same by security dept. However regular cleaning and maintenance as well as follow up with agency will be duty of the contractor.

(f) Effective coordination with the following AMC contractors.

AC, Firefighting, Lifts, Kitchen equipment.

2) Place of Work and Visit to site: Intending bidder shall visit the site and make him thoroughly acquainted with local site conditions, nature and requirement of works, facilities of transport condition, effective labour and material and removal of rubbish. **Bidder should visit the site with prior permission from dept vide mail.**

3) Tender Submission

Bidders should upload all the scanned documents as per this tender documents.

4) Agreement:

The successful contractor may be required to sign Agreement as may be drawn including all pre-bid minutes, any amendments to Tender documents resulting from the issue of addendum if any, any amendments made / agreed between the contractor and the Bank prior to award of contract as well as where applicable, submissions made by the contractor, all pre-award of contract well as where applicable.

5) Taxes and Duties:

The tender must include in their tender prices quoted, for all duties, royalties and sales tax or any other taxes or local charges if applicable. No extra claim on this account will in any case be entertained.

6) Premises & Facility Management Services Contractor's Employees The Contractor shall comply with the provisions of all labour legislation including the requirements of

- (a) Payment of Wages Act
- (b) Minimum Wages Act (Wages to the workers to be paid as per the minimum wages act under Central Govt. The Performa for working out wages of workers as per minimum wages act Central is given in Annexure-I. We also enclose soft copy of the Annexure I for convenience of the bidders, however, the bidder should submit the seal signed printout of the same along with price bid)
- (c) Employers' Liability Act, Including P. F. Act, Gratuity Act etc.
- (d) Workmen's compensation Act
- (e) Contract Labour (Regulation and Abolition) Act
- (f) Apprentices Act
- (g) Any other Act or enactment relating thereto and Rules and Regulations framed there under from time to time.

The Contractor shall indemnify, keep the Bank indemnified and saved harmless against claims if any of the workmen and all costs and expenses, penalties, prosecutions and punishments as may be incurred suffered or sustained by the Bank in connection with the any claim that may be made by any workmen. Any claim against contractor if found pending, must be done by contractor within a notice of 3 days.

7) Insurance

The P & FM Service Contractor shall indemnify and keep the Bank it's servants or agents indemnified against claims, actions or proceedings bought or instituted against the Bank, it's servants or agents by any of contractor's employees or any other third party in connection with relating to or arising out

of the performance of the services under the Agreement. The third party insurance shall cover:

- (a) Personal Injury - Rs. 5.00 lacs
- (b) Property Damage - Rs. 5.00 lacs
- (c) Statutory Compliances - Rs. 5.00 lacs

8) Termination of Contract

If the P & FM Service Contractor fails to perform any of its obligations under this Agreement and if the Bank is dissatisfied with the services of the P& FM Service Contractor, or the Bank or any of its directors, officers or employee faces any penalty or prosecution, the Bank may terminate the services of the P & FM Service Contractor, giving a written notice of two month. The Bank shall not be liable for any cost/ damage/ expenses or any loss whatsoever that the P&FM Service Contractor may suffer on account of notice of termination issued by the Bank

9) Validity of Proposal

The proposals from the bidders shall be valid for a period of 120 days from the date of opening of Price Bid and the bidder shall not withdraw his proposal prior to the expiration of the validity period.

10) Compliance with all statutory requirements

The Contractor shall comply with all statutory requirements prescribed by the local as well as central government authorities from time to time and submit a monthly report along with all the required proof of compliance to the Bank along with the monthly invoice. The contractor shall produce all the relevant statutory documents licenses and approvals for inspection by the Bank and the government authorities. Bidder shall assist the Bank for preparing necessary registers/ records that needs to be maintained by the Bank and timely submission of the same to the Labour Office or any other authority.

The workers engaged by the agency for the FMS job shall be governed by the Central Govt Labour rules and payment shall be made accordingly which will be reviewed on half yearly basis as per the government gazette notification. Any subsequent change in the payment structure i.e. minimum wages, bonus, taxes, DA etc. required to be effected in accordance with the revision / change in the labour laws applicable to the employer/ employee shall be considered separately. At per present circular minimum bonus of 8.33% is payable on basic amount to a ceiling of Rs 21,000/- pm.

12) Emergency Telephone Numbers

The Contractor shall provide an emergency telephone number for normal and out of hour's operations with a maximum of two hour response time during any emergency.

13) Occupational Health and Safety

i) With regards to occupational health and safety, the contractor shall adhere to the following:

Comply with applicable local regulatory requirements

ii) Comply with applicable Banks requirements specified in the contract and appendices

iii) Correct all health and safety non-compliances in a timely manner and where there is an immediate danger to health or life, to stop work immediately.

iv) Be liable for liabilities arising due to non-compliance of contractor employees, agents or sub-contractors with applicable requirements.

14) Communication

i. Maintain a system for recording and reporting accidents/ illness occurring at Bank of Baroda premises of P&FM Service Contractor 's labour or while doing work for Bank of Baroda

ii. Ensure that contractor employees are trained and suitably qualified for the risks involved.

iii. Implement a communication process with Bank of Baroda and contractor employees on equipment hazards, unsafe conditions or acts and actions required to prevent injury or damage to property and where necessary, to provide suitable and effective means of warning

15) Safety Management

i. Initiate and maintain safety management programs to protect contractor's employees from hazards through procedures, practices, and regular inspection of the work areas, materials, equipment, information and training necessary for safe work performance.

ii. Maintain records including but not limited to contractor employees' training, hazard assessments, communications, permits, licenses and accidental investigations.

In instances, where such work is carried out, implement permit to work programs, including but not limited to hot work, cold work, and entry into confined spaces, work on fire suppression systems and work on high voltage and live electrical equipment's.

16) Payment

The P & FM bill shall be prepared by the contractor in the form prescribed by the Bank on monthly basis. The bill in proper form must be duly accompanied by details of work carried out in that month and must show deductions for all previous payments etc.

17) SAFETY CODE

A. Scaffolds

(i) Suitable scaffolds and safety nets shall be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration work, which can be done safely from ladders. When a ladder is used, it shall be of rigid construction made either of good quality wood or steel. The steps shall have minimum width of 450 mm and a maximum rise of 300 mm. Suitable hand holds of good quality wood or steel shall be given on inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical)

(ii) Working platforms, gangways and stairways shall be so constructed that they do not sag unduly or unequally and if the height of the platform gangway or stairway is more than 4 m above ground level or floor level, they shall be closely boarded and shall have adequate width and be suitably fenced as described in

(iii) Providing suitable fencing for every opening in the floor of a building or in a working platform with suitable means to prevent the fall of persons or materials or railing whose minimum height shall be 1 m.

(iv) Safe means of access shall be provided to all working places. Every ladder shall be securely fixed, No portable single ladder shall be over 9 m in length while the width between side rails in rung ladder shall in no case, be less than 290 mm. For longer ladders this width shall be increased at least 20 mm for each additional meter of length.

B. Other Safety Measures

(i) A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer of the Bank obtained prior to construction.

(ii) During any construction and project works all personnel of the contractor working within the plant / site shall be provided with safety helmets

(iii) Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so

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| | stacked or placed as to cause danger or inconvenience to any person or the public. |
| | |

SECTION C

BIDDER'S PROFILE:

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

| Sr . | Description | Bidders Response | Documents Required |
|-------------|---|---|--------------------------------------|
| C.1 | Name of the Bidder/Firm | Enter your Company name. | No Documents required |
| C.2 | Permanent Account Number | Enter Permanent Account No. | Upload supporting document. |
| C.3 | GST No. | Enter GST No. | Upload supporting document. |
| C.4 | Registered Office address | Enter your complete registered office address along with Pin code | Upload supporting document. |
| C.5 | Email Address | Enter at least Five Email addresses | No Documents required |
| C.6 | Phone/Mobile nos. | Enter at least Five Phone/Mobile nos. | No Documents required |
| C.7 | Year of Establishment | Enter year of Establishment | Upload Certificate of Incorporation. |
| C.8 | Status of the firm (Sole Proprietorship/ Partnership/ Ltd. Co./ Others) | Enter your status of firm. | Upload Certificate of Incorporation. |
| C.9 | Name of Director/Partner/Proprietor | Enter Name of Director/Partner/Proprietor | Upload supporting document. |

| | | | |
|------------------|---|---|---|
| C.1 0 | Name of the person who have power of attorney or Authorized Signatory | Enter the name. | Please upload supporting document/power of attorney. |
| C.1 1 | Account no., Bank name, NEFT Details, Address of the Bank, Branch Name, IFSC Code and MICR code | Enter Account no., Bank name, NEFT Details, Address of the Bank, Branch Name, IFSC Code and MICR code | Please upload copy of cancelled cheque. |
| C.1 2 | Net Profit/Loss Made by bidder in 2018-19 | Enter your net profit/loss | Upload Income Tax Return filed for the year. |
| C.1 3 | Net Profit/Loss Made by bidder in 2019-20 | Enter your net profit/loss | Upload Income Tax Return filed for the year. |
| C.1 4 | Net Profit/Loss Made by bidder in 2020-21 | Enter your net profit/loss | Upload Income Tax Return filed for the year. |
| C.1 5 | Annual Turnover of bidder in 2018-19 | Enter your Annual Turnover | Upload Audited Balance Sheet for the year. |
| C.1 6 | Annual Turnover of bidder in 2019-20 | Enter your Annual Turnover | Upload Audited Balance Sheet for the year. |
| C.1 7 | Annual Turnover of bidder in 2020-21 | Enter your Annual Turnover | Upload Audited Balance Sheet for the year. |
| C.1 8 | Details of EMD submitted to Bank of Baroda | Enter UTR No. and Bank Name along with date | Upload Scanned copy of NEFT/RTGS/Transfer/Deposit Receipt |

SECTION D

ELIGIBILITY CRITERIA:

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

| | |
|------------|---|
| D.1 | Prequalification Criteria for Vendor (Bidder) who is submitting the bid. Company who qualifies all the above criteria can participate in the tender |
|------------|---|

| | | | |
|------------|---|-------------------------|---|
| | directly or indirectly through authorized Business Partner/System Integrator who qualifies below mentioned criteria. | | |
| | Prequalification Criteria | Bidders Response | Documents Required |
| D.2 | Bidder should have made net profits during last three financial years. (, 2018-19, 2019-2020,2020-21). | Mention Yes/No. | in Copy of the last three years audited financial statements |
| D.3 | Bidder Average Annual turnover of the company of last three years should not be less than 0.42 cr. | Mention Yes/No. | in Copy of the last three years audited financial statements |
| D.4 | Bidder should have experience in the past for PFMS in various office /organization across India during the last 7 years as of 30.04. 2022. | Mention Yes/No. | in Copy of Work Order/Work completion certificate. |
| D.5 | The tenderer(s) in their own name should have satisfactorily executed the work of similar nature in Semi Govt. /Govt. & Public / Private Sector Organizations during last seven (7) years (up to 30.04. 2022) a) Three similar completed works each of value not less than the value equal to Rs. 0.55 Cr. OR b) Two similar completed works each of value not less than the value equal to Rs. 0.69 Crores. OR | Mention Yes/No. | in Copy of Work Order/Work completion certificate. |

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|------------|---|-----------------|--|
| | C) One similar completed works each of value not less than the value equal to Rs.1.1 Crores | | |
| D.6 | Bidder must be an Indian firm company/organization registered under Companies Act | Mention Yes/No. | in Certificate of incorporation issued by Registrar of Companies |
| D.7 | Bidder should have presence of their Registered office / service office at Mumbai. | Mention Yes/No. | in Copy of address and contact number |

***Similar work means proving FM services/Housekeeping Services work in semi Govt /Govt and public/Private sector organizations/ Institutions.**

SECTION: E

TERMS & CONDITIONS

E.1 General Terms & Conditions

The tender has to be complete in all aspects including registration and licenses to be submitted along with datasheet.

E.2 Earnest Money Deposit (EMD)

Earnest Money Deposit of Rs.1.37 Lacs /- (Rupees One Lac thirty seven thousand s only) has to be submitted through NEFT/RTGS on details under Section B.5. The Earnest Money Deposit of unsuccessful bidders will be refunded on acceptance of the work order by the successful bidder. **Earnest Money Deposit shall not carry any interest.** The EMD of successful bidder will be adjusted while settling the final bill.

The Earnest Money Deposit will be forfeited if:

- The bidder withdraws his tender before processing of the same.
- The bidder withdraws his tender after processing but before acceptance of “Letter of appointment” to be issued by the Bank
- The selected bidder withdraws his tender before furnishing Bank Guarantee/Security Deposit as required under this Tender.
- The bidder violates any of the provisions of the terms and conditions of this tender specification

Bidder shall Upload the NEFT/RTGS/Transfer/Deposit receipt. Please note that firms/agencies claiming exemption from submission of EMD under any statutory



authority/law (eg. NSIC etc.) shall be required to submit necessary documents viz. valid registration certificate etc. to the satisfaction of the Bank. Such firms shall ensure to submit copy of valid Registration Certificate duly signed and stamped in a separate cover (in lieu of the EMD).

E.3 Initial Security Deposit

An amount equivalent to 5% of the accepted tender value shall be deposited by the successful bidder towards the Initial security deposit after adjusting the EMD amount. Thus, the contractor has to submit the difference amount only.

The security deposit will be refunded by the bank after the expiry of the contract. Amount of Security Deposit will be rounded off to the nearest thousand.

Bank Guarantee in lieu of Security Deposit is also acceptable.

E.4 Service Level Agreement

ARTICLE OF AGREEMENT made at Mumbai this day of 2022 Between **Bank of Baroda**, a Body Corporate constituted under the Banking Companies(Acquisition and Transfer of Undertakings) Act, 1970 having it's Head office at Mandvi, Baroda and Corporate office at Baroda Corporate Centre, C- 26, G-Block, Bandra Kurla Complex , Bandra (E), Mumbai- 400051 (Hereinafter called 'the Bank') of one part

And

M/s engaged in the work of providing Premises and Facility Management Services (hereinafter called 'M/s _____ 'or 'the P&FM Service Contractor') of the other part.

"Parties" shall mean Bank and P&FM Service Contractor collectively; and the "Party" shall mean either one of them.

WHEREAS the Bank being desirous of outsourcing the job of Manning and Maintenance of Bank of Baroda office premises at **at 6th & 14th floor, B- wing , Kohinoor Square, N. C. Kelkar Marg, Dadar (W)** for a period of three years and for the said purpose, the Bank has issued tender dated _____, inviting offers from several Premises and Facility Management Service providers;

WHEREAS PREMISES AND FACILITY MANAGEMENT SERVICES (P&FMS) of the building include Housekeeping of the office premises for the Bank (work / services);

WHEREAS M/s _____ has offered its services in accordance with the terms and conditions contained in the tender and thereby submitted its response to tender dated _____ to the Bank. After considering the response of M/s _____, the Bank has accepted the same by acceptance letter dated _____ and selected them as the Contractor for manning and maintaining the building for a period of three years.

AND WHEREAS the P&FM Service Contractor has deposited the security deposit of Rs 1,37,000 /- In token of performance of this Agreement for three years from



the date of commencement of the work as defined herein with provision for annual performance review of the Agreement every year if so desired by the Bank.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. For the consideration hereinafter mentioned, the Bank hereby appoints M/s _____ as the P&FM Service Contractor and the P&FM Service Contractor will carry out and render the services described by or referred to in the tender. The conditions for the services (the said conditions) have been annexed herewith and shall be read and construed as forming part of this Agreement. The parties hereto shall abide by, submit themselves to the conditions, and perform the task on their parts respectively in such conditions contained, as per the Agreement. This Agreement and Schedules and documents annexed herewith shall form the basis of this contract.
2. **Scope of work:**
 - a. As per Schedule I hereto.
 - b. The Bank reserves to itself the right of altering the scope of work and nature of the work by adding to or omitting any items of work or having portion of the same carried out through other agency without prejudice to this contract . The P&FMS contractor will only be paid for the actual service performed and work done payable at the accepted unit rates.
3. **Payment Terms:**
 - a. The Bank will pay the P&FM Service Contractor the said contract amount, Rs.....(Rupees.....) (hereinafter referred to 'the Contract Sum') or such other sum as shall become payable hereunder at the times and in the manner specified in Schedule II and the said conditions.
 - b. This contract is a fixed Lump Sum contract and for manning and maintenance of the buildings and it's services / facilities and to be paid for proportionately according to the actual performance.
 - c. All payments by the Bank under this contract will be made only at Mumbai in Indian Rupees and shall be within 30 days from the submission of bills including period of checking subject to bills being complete and in the format to be mutually agreed.
 - d. All taxes including the sales tax or any other tax on material or finished works like service tax, work's contract tax, turn over tax etc prevailing at the time of tender in respect of this contract shall be payable by the P&FM Service Contractor and the Bank will not entertain any claim whatsoever in this respect

e. That the terms of this contract have been read by the P&FM Service Contractor and fully understood by him/ them. The P&FM Service Contractor shall not be entitled for the payments for the quantities beyond the tendered quantities unless ordered for, by specific instructions with prior approval from the Bank.

4. **Standard of Performance:**

a). P&FM Service Contractor must perform the complete services (without any negligence) on timely basis using utmost and absolute skill, honesty, loyalty and due care and complying with all the provisions, rules and regulations under applicable laws.. P&FM Service Contractor shall always, without any bias, render Services in the best interest of the Bank. The P&FM Service Contractor shall be afforded every reasonable facility for carrying out of all works relating to the provisions of the P&FM Services including manning and maintenance in the manner laid in the said conditions till the completion of the contract. Any delay, negligence, error, default or deficiency in providing and/or performing the services shall be considered as breach for the purpose of this Agreement. P&FM Service Contractor shall always provide the services through its fully trained and fully equipped officers, employees, agents and representatives.

b.) Timely performance of the contractual obligation shall be considered as the essence of the contract and the P&FM Service Contractor hereby agrees to commence the work soon after but not later than 10th day from the date of issue of letter of intent by the Bank as provided in the said conditions and to perform the job during and within the stipulated contract period.

c). P&FM Service Contractor shall allow the Reserve Bank Of India (RBI) or persons authorized by it to access the documents, records of transaction or any other information given to, stored or processed by P&FM Service Contractor relating to the Bank or this Agreement, within a reasonable time failing which P&FM Service Contractor will be liable to pay any charges/ penalty levied by RBI. P&FM Service Contractor shall allow the Reserve Bank of India to conduct audits or inspection of its Books and account with regard to BOB or this Agreement by one or more of RBI officers or employees or other persons duly authorized by RBI.

d) P&FM Services Contractor shall not sub-contract, except with the prior written consent of the Bank, to provide any of the Services under this Agreement.

5. **Representations & Warranties of Parties to this Agreement:**

Each Party represents, warrants, and covenants to the other Party to this Agreement that:

a. Each Party is validly incorporated / constituted and existing and has the requisite corporate and other requisite approvals for executing this

Agreement and holds and will keep in force the licenses and approvals required for performing their part of the obligations hereunder.

- b. The signature and delivery of this Agreement by each Party has been duly authorized and performance by each Party shall not result in the breach of any term or provision of any applicable law, charter, by-law or Agreement to which each Party hereto is a party or by which is bound; and
- c. This Agreement constitutes a valid and binding Agreement

6. Applicable Law and Jurisdiction:

The terms of this contract shall be construed in accordance with the laws of India. All disputes and differences of any kind whatsoever arising of or in connection with the contract whether during or after completion of contract shall be deemed to have arisen at Mumbai and only court in Mumbai shall have jurisdiction to determine the same.

7. Termination:

a.) This contract is initially for a period of 3 years (subject to performance review on annual basis) from the date of commencement of the work and no revision of quoted price will be entertained for subsequent extension of 6 months or one years (after completion of regular term of three years) as decided by the Bank. Bank reserves the rights of not extending the contract beyond the said period. If the P&FM Service Contractor fails to perform any of its obligations under this Agreement and if the Bank is dissatisfied with the services of the P& FM Service Contractor during the regular and extended period, Bank may terminate the services of the P&FM Services Contractor, at any time by giving two months' notice in writing. In such event, the Bank reserves the right to get the work done / services performed by another agency or contractor of its choice. In that event, the P & FM Services Contractor is bound to make good the additional expenditure, which the Bank may have to incur for the selection of another contractor / service provider. This clause is applicable, if for any reason, the contract is cancelled.

b). Bank should not be liable for any cost/ damage/ expenses or any loss whatsoever that the P&FM Service Contractor may suffer on termination of services by the Bank.

c.) Except for nonpayment, in no other circumstances the P&FM Contractor shall have a right to terminate this Agreement.

8. Insurance:

P&FM Service Contractor shall cover all employees, servants and agents under his charge, including waiver of their subrogation, for all statutory compliances like ESIC, PF, Accidental, and Life. Third Party and Property damage Insurances.

9. Indemnity:

- a). The P&FM Services Contractor or any of their employees / officers / staff / personnel / representatives / agents shall not, under any circumstances, be deemed to have any employer-employee relationship with the Bank or any of its employees / officers / staff / representatives / personnel / agents
- b). The P & FM Service Contractor shall indemnify and keep the Bank, it's directors, officers, employees or agents indemnified and saved harmless against claims, costs, expenses (including attorney's fees), damages, actions or proceedings brought or instituted against the Bank, it's directors, officers, employees or agents by any of contractor's employees or any other third person or authority in connection with relating to or arising out of the performance of the services under this Agreement.
- c). If for any reason, the Bank is obliged by virtue of the provisions of the Workmen's Compensation Act, 1923 or Contract Labour (Regulation and Abolition) Act, 1970 or Employees Provident Fund and Miscellaneous Provisions Act, 1952 any statutory modification or re-enactment thereof or law relating to performance of the services by the contractors to pay compensation to workmen employed by the P&FM Service Contractor in execution of work or providing services, the Bank shall be entitled to recover from the P&FM Service Contractor the amount of compensation so paid and special damages for any persecutions launched and/or penalty or punishment imposed.

10. Dispute Resolution:

- a). Bank of Baroda and service provider shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the agreement. However, if such consultations do not result in satisfaction to either party within thirty (30) days after one party has given written notice to the other to commence such consultations, then either party may refer the dispute to arbitration. Any dispute, controversy or claim arising out of or relating to this Agreement, or interpretation, breach, termination or invalidity of any term hereof, shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996.
- b). All questions, disputes or differences arising under and out of in connection with the contract, shall be referred to sole Arbitrator appointed by Bank and the award of the arbitrator shall be final and binding on the parties. The arbitrators shall refer to the English text of this contract and all proceedings shall be conducted in English.
- c). The selected bidder shall not be entitled to suspend the services or the completion of the job, pending resolution of any dispute between the parties and shall continue to render the services in accordance with the provisions of the contract/ agreement notwithstanding the existence of any dispute

between the parties or the subsistence of any arbitration or other proceedings.

11. Notices and other communication:

a). Any and all notices or other communications that are required or desired to be provided to any Party hereto under this Agreement shall be provided in writing and sent personally or by certified or registered post with acknowledgement due or e-mail duly transmitted, facsimile / fax transmission (with hard copy to follow) or overnight courier mail, addressed to the Parties at the addresses and fax number set forth on the signature page.

b). Notices shall be effective receipt, except that notices send by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch. In case the communication is made by facsimile transmission, on the date of successful facsimile transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number). Any Party may change the address and fax number to which notices are to be sent to it by providing written notice to the other Party in one of the manners provided in this provision. Unless otherwise expressly indicated in this Agreement, all references to "days" shall mean calendar days.

12. Assignment:

Either of the Parties shall not assign or otherwise transfer any of its rights or delegate any of its obligations hereunder in any form whatsoever without the written assent of the other Party. Any purported assignment or delegation in violation of the preceding sentence shall be void and of no effect. This Agreement shall be binding upon the Parties' legal respective, successors or permitted assignees or delegates.

13. **Entire Agreement:** This Agreement along with tender and tender response by the P&FM Service Contractor collectively constitutes the entire Agreement between Bank and P&FM Service Contractor and supersedes all prior and contemporaneous communications, understandings, representations and negotiations, with respect to the services and other matters covered by this Agreement.

14. Amendment:

No variation, amendment, modification or waiver of any provision of this Agreement, nor consent to any departure there from, shall in any event be effective unless the same shall be in writing and signed by the authorized representative of each of the Parties hereto, and then such waiver or consent



shall be effective only in the specific instance and for the specific purpose for which given.

15. Severability:

If any term or provision or clause of this Agreement is declared invalid, illegal or unenforceable, the remainder of this Agreement shall be unimpaired and the invalid, illegal or unenforceable term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid term or provision and that term or provision shall be enforced to the fullest extent permitted by law.

If the contract is with a Partnership or an Individual

IN WITNESS WHEREOF the parties hereto have set their respective hands to these presents and hereof the day and year first hereinabove written

If the contract is with a company.

IN WITNESS WHEREOF the Bank has set its hand to these presents through its duly authorized official and the P&FM Service contractor has caused its common seal to be affixed hereunto and has caused these presents to be executed on its behalf through its duly authorized representative / Power of Attorney on the day and year first hereinabove written.

Signature
(Bank)

Signature
(P&FM Service Contractor)

Name and Designation

Address

Bank of Baroda
Contractor
Baroda Corporate Centre
Bandra Kurla Complex
Bandra (East) Mumbai

P&FM Service

WITNESSES

WITNESSES

1
2

E.5 Place of Order

Order will be placed by Facilities Management Deptt, Corporate Office Mumbai.

E.6 Validity Period of the Offer

The offer shall remain valid for -120- days from the date of tender opening of commercial bid.

E.6 Authorized Signatory

The selected Bidder shall submit, at the time of signing the contract, a certified copy of the extract of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company or of Attorney copy to discuss, sign agreements/contracts with the Bank. The Bidder shall furnish proof of signature identification for above purposes as required by the Bank.

The selected Bidder shall indicate the authorized signatory/ies who can discuss and correspond with the bank, with regard to the obligations under the contract.

E.7 Bank of Baroda reserves the right to

- Reject any or all responses received in response to the Tender
- Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery
- Cancel the selection process as per Tender at any stage, without assigning any reason whatsoever
- Alter the nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.

E.8 Cancellation of contract and compensation

The Bank reserves the right to cancel the contract of the selected Bidder and recover expenditure incurred by the Bank in the following circumstances:

- A. The selected Bidder commits a breach of any of the terms and conditions of the Tender/contract.
- B. The selected Bidder becomes insolvent or goes into liquidation voluntarily or otherwise
- C. The progress regarding execution of the contract made by the selected Bidder is found to be unsatisfactory.
- D. If the delivery is delayed by more than three weeks from the due date of delivery
- E. If the selected Bidder fails to complete the due performance of the contract in accordance with the agreed terms and conditions of contract, The Bank would provide 30 days notice to rectify any breach/ unsatisfactory progress.

E.9 General Rules And Instructions For Guidance Of Bidder:

The contract period will be for three years from the date of written order to commence work which will be subject to annual review of performance.

1. The Bank is not liable to pay any interest on the earnest money. The earnest money of the unsuccessful bidder will be refunded without any

interest only after the decision to award the work is taken or after the expiry of the validity period of the tender whichever is later.

2. The acceptance of the tender will rest with Bank of Baroda, which does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all of the tenders received / cancel the tender process at any stage without assigning any reason thereof. All tenders in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected.

3. The Bank reserves the right to waive or change any formalities, irregularities, or inconsistencies in proposal delivery and/or to negotiate any aspect of proposal with any bidder and negotiate with more than one bidder at a time.

4. The Bank reserves to itself the right of accepting the whole or part tender and the bidder shall be bound to perform the same at the rate quoted.

5. All taxes including the sales tax or any other tax on material or finished works like service tax, work's contract tax, turn over tax etc prevailing at the time of tender in respect of this contract shall be payable by the P&FM Service Contractor and the Bank will not entertain any claim whatsoever in this respect.

6. The tender for works shall remain open for acceptance for a period of 90 days from the date of opening of Price Bid of the bidders. If any bidder withdraws his tender before the said period or refuses to execute the documents on its selection, the Bank shall be at liberty to forfeit Earnest Money paid along with the tender.

7. It is obligatory on the part of the bidder to sign the tender documents for all the parts with stamp of firm / company and, after the work is awarded, he will have to enter into an Agreement for each part with the Competent Authority of the Bank.

8. The bidder, apart from being a competent contractor, must associate themselves / himself with the agencies of appropriate class.

9. The Contractor shall not assign the contract. He shall not sublet any portion of the contract except with written permission of Bank of Baroda. In case of breach, Bank has liberty to serve notice and rescind the contract.

10. **a) SECURITY DEPOSIT**

The successful bidder has to deposit total 3% of the contract value (for 3 year) as security deposit. The earnest money, already submitted / deposited by them will be considered as security deposit on award of contract and balance amount has to be paid within 14 days of award of contract by way of Bank Guarantee issued from a scheduled bank which will be valid for a period of sixty days beyond the date of completion of all contractual obligations of the service provider.

b) FORFEITURE OF EMD

- i). The bidder withdraws his tender after processing but before acceptance of “Letter of appointment” to be issued by the Bank.
- ii) The selected bidder withdraws his tender before furnishing Security Deposit as required under this tender.
- iii) The bidder violates any of the provisions of the tender terms and conditions.

11. **CONTRACTOR TO INFORM HIMSELF FULLY:** The Contractor (P& FMS) shall be deemed to have carefully examined the work and site conditions including labour, the general and special conditions, the job requirements, schedules of equipment's and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carried out their own investigations to arrive at the rates quoted in the tender. In this regard they will be given necessary information available with the department but without any guarantee about its accuracy. If the contractor shall have any doubt as to meaning of any portion of the general conditions, or the special conditions or the scope of work or any other matter concerning the contract he shall in good time, before submitting his tender, ascertain the particulars thereof by contacting the concerned officials before tendering. Once a tender is submitted the matter will be decided according to contract conditions etc.

(a) In case of difference between the rates written in figures and words, the rate adopted (in words) for working out the total amount of the item in the tender form, shall be taken as correct. In all other cases the correct rate would be that which is lower.

(b) In all cases of omissions and / or doubts or discrepancies in any item or job requirement, a reference shall be made to the General Manager & Head, Estate Management, whose elucidation, elaboration or decision shall be considered as authentic and final. The contractor shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.

12. All compensation or other sums of money payable by the contractor to the Bank under the terms of this contract may be deducted from the Security Deposit if the amount so permits or from any sums payable to the contractor and the contractors within ten days after such deductions shall make good the amount so deducted to bring the security deposit to its original level.

13. The Bank shall have right to carry an audit / technical examinations of the works and the bill of the contractor including all supporting vouchers, abstracts etc. by any of the persons or organisations as appointed by the Bank. If as a result of the examination or otherwise any sum is found to have been overpaid or over certified it shall be lawful for the Bank to recover the sum from any payment due to the contractor for such work.

14. The P&FM Services Contractor or any of their employees / officers / staff / personnel / representatives / agents shall not, under any circumstances, be deemed to have any employer-employee relationship with the Bank or any of its employees / officers / staff / representatives / personnel / agents.

15. After the award of the contract, if the selected bidder does not perform satisfactorily, the Bank reserves the right to get the contract done by another party of its choice. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur for the selection of another Service Contractor. This clause is applicable, if for any reason, the contract is cancelled.

16. If for any reason, the Bank is obliged by virtue of the provisions of the Workmen's Compensation Act, 1923 or any statutory modification or re-enactment thereof or any other law relating to workmen to pay compensation to a workmen employed by the Contractor in execution of works or is made to pay any fine or penalty, the Bank shall be entitled to recover from the contractor the amount of compensation fine or penalty so paid.

17. Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the bidder or the contractor and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the Bank.

I / We hereby declare that I / We have read and understood the above instructions for guidance of bidders.

Witness

Signature of Bidder

(Seal)

E.10 Disqualification

Any form of canvassing/lobbying/influence/query regarding short listing status etc will be a disqualification.

E.11 Arbitration

In the event of a dispute or difference of any nature whatsoever between Bank and the Bidder during the course of the assignment arising as a result of this proposal, the same will be settled through the process of arbitration conducted by Sole Arbitrator appointed by Bank. The place of arbitral proceedings shall be at Mumbai. The provisions of Indian Arbitration Act & Conciliation Act 1996 with the revisions thereof shall apply to the arbitration proceeding.

E.12 Indemnity

The Bidder shall indemnify and keep indemnified, protect and save the Bank against all claims, losses, damages, costs, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. by the Bidder. The Bidder shall always remain liable to the Bank for any losses suffered by the Bank due to any technical error and negligence or fault on the part of the Bidder. The bidder shall execute an indemnity in favor of Bank on adequate non judicial paper as per Bank's satisfaction.

E.13 No Commitment to Accept Lowest or Any Tender

Bank awards the work to L-1 bidder. However, Bank shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever.

The Bank reserves the right to make any changes in the terms and condition of the Tender.

The Bank will not be obliged to meet and have discussions with any bidder and/or to listen to any representations.

E.14 Subcontracting

The vendor will not subcontract or permit anyone other than the company personnel to perform any of the work, services or other performance required of the company under this Agreement without the prior written consent of the Bank.

E.15 Governing Language

The governing language shall be English.

OTHER TERMS AND CONDITIONS

1. Adherence to Terms and Conditions

The bidders who wish to submit responses to this tender should note that they should abide by all the terms and conditions contained in the tender. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process. Bidders are required to give comments/compliance against each clause and sub clause.

2. Governing Law

The Bids and the subsequent contract with the selected Bidder shall be governed in accordance with the Laws of India and shall be subject to the exclusive jurisdiction of Courts in Mumbai.

3. **Dispute Resolution**

- A. Bank of Baroda and service provider shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the agreement. If after 30 days after commencement of such informal negotiations, Bank of Baroda and service provider have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration. The matter will be referred for negotiation between authorized representative of the bank and of the selected Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.
- B. All questions, disputes or differences arising under and out of , or in connection with the contract, shall be referred to sole Arbitrator appointed by Bank and the award of the arbitrator shall be final and binding on the parties. The arbitration and reconciliation Act 1996/ amendments thereof and statutory modifications and re-enactments, revisions, if any, thereof , shall apply to the arbitration proceedings and the seat of the arbitration shall be at Mumbai. The expenses will be borne by each party itself. The cost of arbitration, including the fees and expense to be paid to the appointed arbitrator shall be shared equally by the parties unless the award otherwise provides.
- C. The arbitrators shall hold their sittings at Mumbai. The arbitration proceedings shall be conducted in English language. Subject to the above, the procedural law of the arbitration shall be Indian law.
- D. The selected Bidder shall not be entitled to suspend the Services or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Services in accordance with the provisions of the contract/agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

4. **Termination for Default**

The Bank, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, may terminate this contract in whole or in part, if the Bidder fails to perform any obligation(s) under the contract.

In the event of the Bank terminating the contract in whole or in part, the Bank may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered, and the Bidder shall be liable to the Bank for any excess costs for such similar services.

5 **Confidentiality**

This document contains information confidential and proprietary to the Bank. Additionally, the selected Bidder s shall be exposed by virtue of the contracted activities to the internal business information of the Bank. Disclosures of receipt of this RFP or any part of the aforementioned

information to parties not directly involved in providing the services requested could result in the disqualification of the selected Bidder s, premature termination of the contract, and / or legal action against the selected Bidder s for breach of trust.

Selected Bidder shall have to sign a legal non-disclosure agreement with the Bank before starting the project.

The selected Bidder (and its employees) shall not, unless the Bank gives permission in writing, disclose any part or whole of this RFP document, of the proposal and/or contract, or any specification, plan, drawing, pattern, sample or information furnished by the Bank (including the users), in connection therewith to any person other than a person employed by the bidder in the performance of the proposal and/or contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. The employees or the third party engaged by the bidder shall maintain strict confidentiality.

The selected Bidder, its employees and agents shall not, without prior written consent from the Bank, make any use of any document or information given by the Bank or its Authorized personnel, except for purposes of performing the contract awarded. In case of breach, the Bank shall take such legal action as it may be advised. The selected Bidder has to maintain confidentiality even after completion/ termination of the contract.

6. Authorized Signatory

The selected bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract.

The selected bidder shall submit at the time of signing the contract, a certified copy of the extract of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company or 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.

7. Subcontracting

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

8. Single Point Of Contact & Direct Support

The bank intends the selected Bidder shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of this project, notwithstanding the fact that the selected Bidder may appoint / procure services of third party suppliers, to perform all or part of the obligations contained under this RFP and that the bank may for convenience enter into

arrangements, including tripartite agreements, with such third party if selected Bidder required.

9. Information and Secrecy

The Bidder must provide a written undertaking to the bank to comply with the secrecy provision pursuant to provision of Banking Regulation Act, 1949 and other applicable laws. The Bidder will follow professional ethics and conduct in performing their duties. The Bank has right to terminate the services of the Bidder if it fails to comply with the conditions imposed. The external and internal auditors of the bank will be given right to review the books and internal controls of the Bidder related to the current project.

10 Other Terms and Conditions

Bank of Baroda reserves the right to:

- Reject any and all responses received in response to the Tender
- Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery
- Extend the time for submission of all proposals
- Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality)
- Share the information/ clarifications provided in response to tender by any bidder, with any other bidder(s) /others, in any form.
- Cancel the Tender at any stage, without assigning any reason whatsoever.
- Change the time schedule of the Tender for inviting the bids or evaluation thereof.
- Modify the quantity or any specifications related to eligibility or technicalities.

11 Bid Rejection Criteria

In the following circumstances bank will have discretion to reject the entire bid or accept the bid with some conditions stipulated by bank.

- Bid submitted by holding company and its subsidiary
- Bids submitted by one or more companies having common director/s
- Bids submitted by one or more partnership firms / LLPs having common partners
- Bids submitted by one or more companies in the same group of promoters / management
- Any other bid in the sole discretion of the bank is in the nature of multiple bids.

- Related parties cannot submit bids. In case they do so both/all bids submitted by related parties are liable to be rejected at any stage.
 - Bid submitted not as per terms and conditions
 - Bids submitted without EMD or valid NSIC/MSME/KVIC certificates etc.
 - Those who do not comply the minimum wages act, their applications will not be considered for evaluation of lowest bidder i.e L-1 even after opening of price bid.
 - Service provider should consider the minimum wages act as per latest circular of GOI.
 - The HRA/Conveyance/Allowances shall not be less than 5%.
 - The EPF contributions are payable on maximum wage ceiling of Rs 15,000.00 as per present rate.
 - If a Firm quotes Nil agencies charges (service), the bid shall be treated as unresponsive and will not be considered.
 - Calculate 26 days while providing salary and minimum wage.
- 12 The Successful Bidder shall not assign the Contract to subcontractor. He shall not sublet any portion of the Contract except with the written consent of the Bank may serve a notice in writing on the Successful Bidder rescinding the contract whereupon the security deposit shall stand forfeited, without prejudice to his other remedies against the Successful Bidder.
- 13 The Schedule of Probable Quantities is liable to alterations by omissions, deductions or additions at the discretion of the Bank. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the amounts quoted against various items should be totaled in order to show the aggregate value of the entire tender.
- 14 The contractor shall strictly comply with the provision of safety code.
- 15 Bank reserves the right for any addition/deletion/alteration of materials/specifications before/after awarding the job without any compensation.
- 16 Bidder shall abide by the Minimum Wage Act, Labour Laws/Bye-laws, Shops & Establishment Act etc. of the State Government / Statutory bodies.
- 17 All necessary permit/license, permission from public authorities etc., if required, has to be arranged by the contractor.
- 18 If the quality of material supplied is found to be unsatisfactory by us at any point of the contract period, Bank is entitled to terminate the contract or withdraw the work order and get the balance supply at your risk and cost by

any other agency particularly in case of the following defaults from bidder side.

- 19 Bank's discourages the stipulation of any additional conditions by the Bidders along with their offer. The clarifications / conditions etc. of all the Bidders, if any, will be examined and after discussions with all the Bidders in the pre-bid meeting, the conditions acceptable to Bank will be intimated to the Bidders through Addendum/Corrigendum.
- 20 All the material should be of the best quality available in the market.
- 21 Bank will deduct TDS, other applicable taxes/surcharge/cess etc. as per norms.
- 22 Bank reserves the right to accept or reject any/all the offer without giving any reasons thereof.
- 23 Bank reserves the right to select/reject of the tenders. Conditional tenders/offers are liable to be rejected. Dispute, if any, will be subject to Mumbai jurisdiction only.
- 24 Faxed or emailed copies of any submission are not acceptable and shall be rejected by the Bank.
- 25 All supporting documents duly self-attested with digital signature are to be stamped, scanned, uploaded and attached along with online bid.
- 26 Incomplete or partial or faulty submissions shall be rejected.

In case the lowest tenderer backs out or does not respond to the acceptance letter and/or refuses to execute / sign the contract, re-tendering should be done and delisting of the agency backed out should be considered. Action to forfeit the Earnest Money Deposit of such a tenderer shall be taken after issuing requisite notices etc. for forfeiture.

27 **OPENING OF BIDS:**

Opening of Bids shall be strictly as per schedule under this tender and no request for change in date shall be entertained

Bids not accompanied with EMD will not be opened.

- 28 The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities, and/or the Schedule of Rates and

Prices which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.

- 29 The Contractor shall be responsible for all injury or damage to and property, persons, animals or things, and for all damage to property which may arise from any factor omission on the part of the Contractor or any Sub-Contractor or any nominated Sub-Contractor or any of their employees. The liability under this clause shall cover also, interalia any damages to structures, whether immediately adjacent to the works or otherwise; any damage to roads, streets, footpaths, bridges as well as damage caused to the building and other structures and works forming the subject matter of this contract. The contractor shall also be responsible for any damage caused to the buildings and other structures and works forming the subject, matter of this contract due to rain, wind, frost or other inclemency of weather. The contractor shall, indemnify and keep indemnified the Bank and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claims.

The contractor shall be responsible for any liability which may not be referred to above and also for all other damages to any person, animal or defective carrying out of this contract, whatever, may be the reasons due to which the damage shall have been caused.

The contractor shall also indemnify and keep Indemnified the Bank against all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any of damage or compensation arising there from.

Without prejudice to the other rights of the Bank against contractors in respect of such default, the Bank shall be entitled to deduct from any sums payable to the contractor the amount of any damages, compensation costs, charges and other expenses paid by the Bank and which are payable by the contractor under this clause.

30 Termination of Contract by the Bank

If the Contractor being an individual or a firm commits any “act of insolvency”, or shall be adjudged an insolvent or being an incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee or the Liquidator of such acts of

insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Bank that he is able to carry out and fulfill the Contract and to give security therefore, if so required by the Bank.

Or if the Contractor (when and individual, firm or incorporated Company) shall suffer execution

Or other process of Court attaching property to be issued against the Contractor.

Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor.

Or shall assign or sublet this Contract without the consent in writing of the Bank first had and obtained.

Or shall charge or encumber this Contract or any payments due

Or which may become due to the Contractor hereunder.

- 31** Bank of Baroda reserves the right, but not any obligation, to undertake a pre-shipment inspection of the complete central system in a factory test environment. For this purpose, Bank of Baroda's personnel may visit the factory site, if required.
- 32** In case of any default in services as mentioned in the tender, the bidder shall be blacklisted and the information may be shared with other authorities. If the vendor found blacklisted during last -7- years in any of the PSU Bank/ Govt. Organization, then vendor will be disqualified/terminated from the said tender.

SECTION: F

ROLES AND RESPONSIBILITIES

It is the sole responsibility of the Premises and Facility Management Services Contractor to ensure that the operation, Maintenance and repairs are performed to the highest standards.

1.0 Scope and Responsibilities



The P & FMSC is fully responsible housekeeping service provision for the office premises at both the sites.

1.1 **Operations**

Operation of switches, water valves, pumps or similar nature will be under scope of work.

1.2 **Maintenance and repairs**

It is the sole responsibility of P & FMSC to ensure that the operation, maintenance and repairs are performed to the highest standards. The P & FMSC shall submit to the owner, the proposed preventive maintenance schedules wherever called for.

1.4 **Energy Audits**

Energy audit will be carried out by Bank (once in a year) and P&FMS shall assist the Bank for necessary arrangement as per the requirement of Auditor.

1.5 **Breakdown Maintenance**

Out of breakdown calls received, P & FMSC shall give immediate information to department and assist the service provider at site.

SECTION: G

QUALITY CONTROL AND ASSURANCE

1.0. P & F MANAGEMENT SERVICES CONTRACTOR'S RESPONSIBILITIES

1.1 Quality Control

P & F Management Services Contractor shall be responsible for maintaining proper cleanliness, hygiene and provision for desired housekeeping material as specified in tender.

INSURANCE CONFIRMATION LETTER

(To be typed on Contractor's Letterhead, signed & Stamped by Authorised person)

The General Manager & Head,
(FM PD, COA &RD),
Bank of Baroda, BCC,



Bandra Kurla Complex,
Bandra (East),
MUMBAI 400 051

Dear Sir,

**Re : Confirmation of Insurance Policies / Agreement No. _____ for
Premises & Services Management for office premises at at 6th & 14th floor, B-
wing , Kohinoor Square, N. C. Kelkar Marg, Dadar (W)**

We hereby confirm that we have effected valid insurance policy (ies) expiring on which comply (ies) with all the requirements and conditions stipulated in the Insurance and Indemnity Article of the above Contract / Agreement including Inter-alia :-

Waiver of subrogation against its servants, agents, employees, subsidiaries and all other companies in the Owner's Group and

Corporate or Company Seal

Authorised Signature

Name of Company

By

Title

AREA DETAILS OF THE PROPERTY

The bidder must visit the site and ascertain the location and area properly before applying for the tender. Once bid is submitted, it is understood naturally that the site has been visited by bidder.

Area details of the premises are as under:

| SrNo | Name of premises | Area in sq ft (approx.) |
|------|------------------------|-------------------------|
| 1 | 6 th Floor | 10,219 |
| 2 | 14 th Floor | 12,269 |

Note: our premises at 6th floor (unit No-603 -612) is functioning. However premises at 14th floor is expected to be operational in few months. Accordingly, initially manpower for 6th floor shall be required and after completion of furnishing works at 14th floor, housekeeping for 14th floor will be deputed. The office timings will



be in shifts (24*7) accordingly the manpower will be deployed. Bidders are advised to take note of same.

3.1

PROPOSED WORK METHODS, SUPPLIES AND PLAN

1. P & F Management Services Contractor shall be required to prepare and submit detailed descriptions of the arrangements, sequence and methods of service performance which P & FMSC proposes to adopt for the execution of the SERVICES.
2. Bank at his sole discretion shall ask at any time for changes in P & FMSC anticipated work sequence due to operational requirements. Such change in work sequence shall not entitle P & FMSC to any additional reimbursement.
3. P & FMSC shall be required to submit for Bank's approval a schedule of materials that shall be utilised for the above SERVICES. This information shall be submitted with full identification of specific manufacturer's products together with their catalogues.
4. P & FMSC shall be required to submit of Bank's approval a detailed mobilisation plan and a detailed manpower deployment schedule with details of manpower assigned to each task. All comments by Owner will be incorporated and executed at no extra costs to owner.
5. P & FMSC has to propose back up facilities. Bank has the right to review their adequacy.

JOB DATA FOR VARIOUS INSTALLATIONS

AIRCONDITIONERS

The AMC for reconditioners has been provided by Bank . However the Agency need to make sure the AMC vendor periodically attend the servicing as well break downs timely and coordinating the repair. However the day to day cleaning of the units will be in scope of of work.

LIFT INSTALLATION

The electrical lift in A and B wing of Kohinoor is under all-inclusive Annual Maintenance Service Contract(.AMC) with the suppliers of the lifts . e that the suppliers carries out the following periodic maintenance. Regular cleaning of lifts will be under scope of work.

I. PLUMBING

- Maintain all supply and drainage pipes, ensure that there is no chokage and the system is working at self cleansing velocity without surcharging at the Manholes / Inspection chambers.
- Maintain all valves, tapes, floats and other plumbing and sanitary fittings along the perimeter wall free from leakages.
- Maintain all fixtures (cistern, basin, commode, urinals, taps, etc) and pipes in the toilet.
- Check supply and drainage to and from water cooler and water filter.
- Before each monsoon, check and clean storm water drain and pipes of silt, debris and dry leaves.

Reporting and Record keeping

1. Management reporting and process reviews

The employer shall approve the format for the monthly report

2. Operating Meetings

During the early stages of the agreement it is expected that the frequent operation meetings will be required between the P&FMS contractor's account manager and employers representatives to discuss priorities to establish satisfactory reporting procedures. The contractor shall make the appropriate personal available for attendance at all these meetings.

3. Progress Meetings

Progress meetings shall be held on, progress and the maintenance of the quality standards. P&FMS contractor and employer representative shall attend these meetings.

4. Performance Review Meeting

Performance review meetings shall be held quarterly to review the overall performance of the contractor. The senior management of P&FMS contractor and employer shall attend these meetings.

5. Quality Assurance

The contractor shall implement a quality system in accordance with ISO9001-2000 standards. The contractor shall develop, in conjunction with the employer's representatives, the standards of service to be provided and how performance to be measured and monitored. A set of "Formats" Recommended for use for operation, maintenance and repair records

| S. No. | Description of format | Remarks |
|--------|--|---|
| 1 | Daily Report | To be submitted by P&FMSC |
| 2 | Monthly consumable / spares consumption statement | To be submitted by the P&FMSC every month |
| 3 | Daily attendance sheet | To be submitted by P&FMSC daily which will be verified by security of building daily. |
| 4 | Monthly assessment of P&FMSC's performance for the month | Issued by the owner |

| S. No. | Name of record |
|--------|--|
| 1 | Customer/staff complaint register |
| 2 | Water supply plus water tank report |
| 3 | Housekeeping schedule |
| 4 | Work instructions for house keeping O & M Team |
| 5 | Checklist for toilet |
| 6 | Checklist for office area |
| 7 | Checklist for common areas |
| 8 | Performance slip |
| 9 | Incident report form |
| 10 | Outgoing material pass |
| 11 | Daily occurrence register |
| 12 | Site visit book |
| 13 | Lost / found property register |
| 14 | Checklist for periodical audit |
| 15 | Break down complaint register |
| 16 | Break down work order |

SECTION : J

ANNEXURE -I

COMPLIANCE

Bidders have to agree only the following terms & conditions.

| Sr. | Description | Bidders Response |
|------------|---|-------------------------|
| G.1 | We confirm that we will abide by all terms and conditions mentioned in this tender Document. | Agree only |
| G.2 | We confirm that we will abide by all the changes made in corrigendum/addendum. | Agree only |
| G.3 | We confirm that we will abide by all the new clauses added in the corrigendum/addendum. | Agree only |
| G.4 | We confirm that we have uploaded and attached electronically all the relevant documents required as per the provisions of the tender Document. | Agree only |
| G.5 | We confirm that the Technical Bid and the Commercial Bid are submitted by us as per the provisions mentioned in the tender Document. | Agree only |
| G.6 | We have made a complete review and careful examination of the terms of the tender Document and we hereby unconditionally and irrevocably accept, agree and acknowledge the terms mentioned thereof. | Agree only |
| G.7 | We hereby confirm that we satisfy the entire eligibility criterion and Requirements conditions to execute the job as and wherever prescribed in the tender Document. | Agree only |
| G.8 | Bank reserves the right for any addition/deletion/alteration of quantities to be supplied before/after awarding the work without any compensation. | Agree only |
| G.9 | Bank reserves the right to verify / evaluate the claims independently made by us in this tender Document. | Agree only |

| | | |
|------------------|--|------------|
| .10 | Bank reserve the right to reject any tender without assigning any reason whatsoever and also does not bind it to accept the lowest or any specific tender. At the sole discretion and determination of the Bank, the Bank may add or alter any other criteria for evaluating the proposals received in response to this tender. The decision of our Bank in this regard will be final & binding. | Agree only |
| G.1 1 | We confirm that we have noted the contents of the tender and have ensured that there is no deviation in filing our response to the tender and that the Bank will have the right to disqualify us in case of any such deviations. | Agree only |
| G.1 2 | We agree that the Bank is not bound to accept the lowest or any Bid that the Bank may receive. | Agree only |
| G.1 3 | We confirm that rates quoted in Bill of Quantities exclusive of GST | Agree only |
| G.1 4 | We agree that we have not been blacklisted by any PSU Bank / IBA/RBI/Govt. organization/Public Body during the last seven years. Self-Certified letter duly signed on our letterhead is attached. | Agree only |

SECTION: K

APPENDIX

1. Date of Commencement of work : 10th day from the date of letter of intent issued by Bank of Baroda.
2. Period of Contract : 36 months from the date of contract
3. Payment of Bills by the Bank : Monthly payment as per Price Bid (Part II). To be submitted by the 1st week of Month & the same will be cleared within 30 days from date of receipt of bill.
4. Escalation : The prices shall remain firm and shall not subject to variation for any reason whatsoever.
5. Categorization of workers:
 - I. Housekeeping service men – Un-Skilled-9 Nos
 - II. Ladies Toilet Attendant – Un-Skilled-3 Nos
 - III. Supervisor – Semiskilled -1



Place
Date

Signature of the
Bidder