

**TENDER FOR COMPREHENSIVE MAINTENANCE WORKS
(CIVIL, PLUMBING, CARPENTRY & ELEC.) IN BANK OF
BARODA'S RESIDENTIAL PREMISES AT MUMBAI**



**FACILITIES MANAGEMENT DEPARTMENT, 1ST FLOOR BARODA CORPORATE
CENTRE, C-26, G-BLOCK, BANDRA KURLA COMPLEX,
BANDRA (EAST), MUMBAI-400051**

(From 22-08-2023 to 11-09-2023)

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SECTION A

INTRODUCTION

Definitions of some common terms & Abbreviations	
Bidder/Respondents	Reputed Contractors/ Bidders/ Agencies which participate in e- tendering to make an offer
Contractor/Bidder/Agency	Final successful Bidder to whom the contract will be awarded
Bank	Bank of Baroda
EMD	Earnest Money Deposit
SLA	Service Level Agreement
CMC	Comprehensive Maintenance Contract
MOU	Memorandum of Understanding
IST	Indian Standard Time GMT +5:30
INR	Indian Rupee
PBG	Performance Bank Guarantee

Schedule of E Tender		
A.1	E-Tender No.	BOB/FM/MK/115/527
A.2	Date of viewing Tender	22-08-2023
A.3	Date of Starting of E-Tender for submission of on line	11-09-2023
A.4	Date & Time of closing of online E-Tender for submission of Technical Bid & Price Bid	11-09-2023 at 15:00 hrs
A.5	Date & time of opening of Part-I - Technical Bid	11-09-2023 & 15:30 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	22-09-2023 up to 1400 hrs IST
A.8	Pre-Bid Meeting may be arranged through online platform of starting date & time.	29-08-2023
A.9	Earnest Money Deposit	Rs 22,000/- INR (Rupees Twenty Two Thousand Only)
A.10	Address for online submission of bids (technical as well as price bid)	Bid must be submitted online on <u>URL : https://www.tenderwizard.com/BOB</u>
A.11	Address for opening of bids	<u>URL : https://www.tenderwizard.com/BOB</u>
A.12	Contact Details of Online Portal facilitator : M/s e-Procurement Technologies Ltd. (ETL).	<u>Primary Contact Number</u> Mr. Senthil : +91- 8693843194 <u>Alternate Contact Numbers</u> Mr. Sandeep Gautam : +91-8800496478 Help Desk : +91-8800115821

Notice Inviting Tender :

Bank of Baroda, Facilities Management Deptt. Baroda Corporate Centre, Mumbai, invites offers from prospective Bidder for Comprehensive Maintenance Works (Civil, Plumbing, Carpentry & Elec. etc) in Bank of Baroda's Residential Premises at Raheja Green, Kulupwadi, Borivali (E) Mumbai -400066 for a period of Six months- (extendable for another 6 months, subject to performance review after 6 months)

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 Bidder/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.

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:

1. Chief Manager - PhNo 022-6698 5103/5118
2. Chief Manager - Ph.No. 022 – 66985106
3. Sr Manager - Ph No. 022- 6698 5073

Email : em.bcc@bankofbaroda.com

SECTION B	
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. 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	General Instructions to Bidders - E Tendering
	<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>Tenderwizard Help Desk</p> <p>If any assistance is required regarding eSU-tendering (registration/ upload / download /Bid Preparation/Bid Submission), please contact Tender wizard Help Desk as per following:</p> <p>Helpdesk Contact No.: +91-11-49424365 email: eprocurebob@etenderwizard.com</p> <p><u>Primary Contact Number</u></p> <ul style="list-style-type: none"> Mr. Senthil : +91- 8693843194 <p><u>Alternate Contact Numbers</u></p> <ul style="list-style-type: none"> Mr. Sandeep Gautam : +91-8800496478 HelpDesk : +91-8800115821 <p><u>Contact No. for other activities</u></p> <ul style="list-style-type: none"> Registration Help Desk : +91-80-45811365 & +91-80-45982100 <p><u>(Kindly put "REGISTRATION/PROFILE UPDATE" in the subject line of the email to eprocurebob@etenderwizard.com)</u></p>

	<p>e-procurement queries: +91-80-45811365 & +91-80-45982100(Kindly put “E-PROCUREMENT QUERIES” in the subject line of the email to eprocurebob@etenderwizard.com)</p> <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>Downloading of Tender Document</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. Only those tender offers shall be accepted for evaluation, for which Earnest Money Deposit (EMD) is deposited as per the terms mentioned in this Tender unless exempt as per applicable norms.</p>
	<p>Preparation & Submission of Bids</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>Do's and Don'ts for Bidder</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. iii. Bidders have to prepare for submission of their bid documents online well in advance as 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 Contractor 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 Contractor. 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.

Guidelines to Bidders for Electronic Tendering System

Pre-requisites to participate in the Tenders

Registration of bidders on e-procurement portal of Bank of Baroda:

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 Bidder Help Manuals available under "Help Manuals/ Latest Circulars/ Formats" on home page of e-procurement portal i.e. www.tenderwizard.com/BOB.

Preparation of Bid & Guidelines for Digital Certificate

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.

The Digital Certificates are issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate.

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.

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.

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>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 <p>Google Chrome - Latest version</p> <ul style="list-style-type: none"> • Browser settings <ol style="list-style-type: none"> 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 <ol style="list-style-type: none"> 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 <ol style="list-style-type: none"> 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 <ol style="list-style-type: none"> 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 Authority of BOB. The templates may be either form based, extensible tables and / or uploadable 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.

➤ 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.

Important Points:

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

- a. The bidder may modify bids before the deadline for Online Submission of Tender as per Time Schedule mentioned in the Tender documents.

	<p>b. This stage will be applicable during both Pre-bid / Pre-qualification and Financial Bidding Processes.</p>
	<p>Steps by step detailed Bidder Manual are available on homepage under Support section related to activities like Java Settings, Registration, Login Process, Tender Participation, Bid Download, upload & Submission, 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>
	<p style="text-align: center;">IMPORTANT INSTRUCTIONS FOR E-PROCUREMENT</p> <p><u>(Kindly put “E-PROCUREMENT QUERIES” in the subject line of the email to eprocurebob@etenderwizard.com)</u></p> <p><i>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.</i></p>
<p>B-3</p>	<p>Special Instructions to the Bidder</p>
	<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 Maintenance costs or inclusions due to any reasons such as material, transport and price fluctuations or any other reason unless expressly provided for elsewhere in this Agreement.</p> <p>The Bidder/Agency can quote the rate accordingly as we have asked the rate on half yearly basis.</p> <p><u>Scope of work :</u></p> <ol style="list-style-type: none"> 1. Attending all the Maintenance issues in the Residential Premises (Civil, Electrical, Carpentry, Plumbing, etc.) 2. Maintaining inventory of spare items, as per the approved make list for attending emergency complaints(i.e. Change of switches, fuse, plumbing related issues, hardware items- keys, locks, nuts, screws, washers, hinges, latches, handles, wire, chains, belts, plumbing supplies, electrical supplies, tools etc.) <p>The Bank will enter into Comprehensive Maintenance Contract initially for a period of Six months- <u>(extendable for another 6 months subject to performance review after 6 months)</u> for certain services as per need (vis-a-vis Civil/Electrical/Plumbing/Carpentry etc. Bidders are required to take all the possible action to achieve 100% efficiency in the Maintenance Services strictly as per the terms of contract and maintaining the desired quality acceptable to the Bank within the time limit given in the tender (i.e. Six months).</p>

	<p>Requirement of no. of staff and labour deployment shall be assessed by the Bidders looking to the task they have to perform & scope of work. Hence, at any point of time, no such deficiency should be observed.</p> <ol style="list-style-type: none"> 1. Maintenance complaints from the residents to be attended as per the following : <ul style="list-style-type: none"> • Within 6-8 hrs of raising a complaint • Immediately in case of emergencies (plumbing leakage & Electric hazards) • All complaints within 24 hrs of raising a complaint • Not more than 3-4 days in case of other civil works 2. Maintenance Services required/requested on Sundays/ holidays are also required to be attended as per case to case basis.
B.4	Bid Submitting & Opening
	<ul style="list-style-type: none"> • Part I - Technical bids will be opened electronically on specified date and time as given in the tender. • Part II - Commercial bids will be opened electronically of only those bidder(s) whose 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
	<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>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.</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>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	Opening of Technical Bids
	The Technical Bids will be opened online only. No separate intimation will be given to the bidders in this regard.
B.8	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.9	Evaluation of Commercial Bids
	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. Work shall be awarded to the qualified eligible L-1 bidder only.
B.10	Description of Work
	<p>a) Bank owns -111- Residential flats at Raheja Green (Raheja Estate Premises) Kulupwadi, Borivali (E) Mumbai</p> <p>b) There is a regular requirement of Repair/Maintenance of these Residential Premises and to meet these day to day requirements (Civil, Electrical, and</p>

	<p>Plumbing etc.), Bank wishes to engage maintenance agency to cater to these complaints on daily basis.</p> <p>c) Residents of various flats shall raise Repair/Maintenance complaint through email/phone call/application of the agency, and the required maintenance work has to be assigned to respective contractors.</p> <p>d) Majority of the maintenance work requires urgent attention, even though minor in nature, and is required to be resolved immediately or within 6-8 hrs.</p> <p>e) Hardware/Electrical/Plumbing spare parts/items for minor repair to be kept in ready availability for attending Urgent works. All tools and equipment to be provided by the Bidder to the contractors for all mechanical & electrical works to be carried out in the residential premises, which should also include safety equipment etc.</p> <p>f) All spares and consumables like plumbing materials, tube lights, chokes, LED bulbs, hardware material etc. to be procured from the market as per make list of the items approved by the Bank.</p> <p>g) The bidder/contractor must cover all employees under his charge for all statutory compliances like ESIC, PF, accidental insurance's/death. All staff working in the premises must be professionally trained to perform duties entrusted to them.</p>
<p>B.11</p>	<p>Scope of Work and Visit to site :</p>
	<p>The following activities will be under the scope of work of the Bidder :</p> <p>1) Tender Submission Bidders should upload all the scanned documents as per this tender document.</p> <p>2) Agreement: The successful contractor shall be required to sign an Agreement as may be drawn including all pre-bid minutes, any amendments to Tender document 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.</p> <p>3) Site Visit :</p> <p>4) Intending bidder shall visit the site and be thoroughly acquainted with local site conditions, nature and requirement of works, facilities of transport condition, effective labour and material likely to be provided. Bidder should visit the site between 26th & 27th Aug '23.</p> <p>5) Tender Submission Bidders should upload all the scanned documents as per this tender document. Taxes and Duties: The Bidder must include in their tender prices quoted, for all duties, royalties and any other taxes or local charges if applicable. No extra claim on this account will in any case be entertained</p>

6) Contractor's/Bidder's Employees

The Contractor shall employ technically qualified and competent Technicians/Skilled Labor for execution and supervision of the works. The Contractor shall comply with the provisions of all labour legislation as applicable.

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 any claim that may be made by any workmen.

7) Insurance

The Contractor shall be responsible for all injury or damage to persons, animals or things, and for all damage to property which may arise from any factor omission on the part of the Contractor any of their employees. The liability under this clause shall cover also, inter-alia any damages to structures, whether immediately adjacent to the works 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 employer 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, at his own expense, effect and maintain till issue of the virtual completion certificate under this contract, with an insurance company approved by the Employer, an All Risk Policy for Insurance for the full amount of the contract including earthquake risk in the joint names of the employer and the contractor (the name of the former being placed first in the policy) against all risk as per the standard all risk policy for contractors and deposit such policy or policies with the employer before commencing the works.

The Contractor shall reinstate all damage of every sort mentioned in this clause so as to do delivery of the whole of the works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to property or third parties.

The minimum limit of the coverage under the policy shall be Rs.2 lakhs per person for any one accident or occurrence and Rs.5 lakhs in respect of damage to property for any one accident or occurrence. The contractor shall also indemnify the employer against all claim which may be made upon the Employer, whether under the Workmen's Compensation Act or any other statute in force, during the currency of this contract or at Common Law in respect of any employee of the contractor and shall be at his own expense effect and maintain until the virtual completion of the contract, or with an Insurance Company, approved by the Employer, a policy of insurance against such risks and deposit such policy or policies with the Employer from time to time during the currency of this contract.

8) Termination of Contract

If the Contractor fails to perform any of the obligations under this Agreement and if the Bank is dissatisfied with the services, or the Bank or any of its directors, officers or employee faces any penalty or prosecution, the Bank may terminate the services of the Contractor. The Bank shall not be liable for any cost/ damage/ expenses or any loss whatsoever that the 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 -90- days from the date of opening of Price Bid and the bidder shall not withdraw the proposal prior to the expiration of the validity period.

10) Emergency Telephone Numbers

The Contractor/Bidder shall provide contact number of the SPOC for respective categories of work for attending the complaints during normal and out of hour's with a maximum of **One Hour** response time during any breakdowns to essential utility services like cable fault, burst water mains etc.

11) Payment

- The bill shall be prepared by the Contractor on monthly basis. The bill in proper format must be duly accompanied by details of works carried out in that month along with the confirmation of the residents for works undertaken.
- Bills shall be cleared after due verification by the Bank Officials within a period of -15- working days of receiving the Invoice subject to necessary verification details/Joint Site visit (if required ,to inspect the work) .
No advance payment in any case shall be done by the Bank.

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 Bidder 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.10	Name of the person who have power of attorney or Authorized Signatory	Enter the name.	Please upload supporting document/power of attorney.
C.11	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.12	Net Profit/Loss Made by bidder in 2020-21	Enter your net profit/loss	Upload Income Tax Return filed for the year.
C.13	Net Profit/Loss Made by bidder in 2021-22	Enter your net profit/loss	Upload Income Tax Return filed for the year.
C.14	Net Profit/Loss Made by bidder in 2022-23	Enter your net profit/loss	Upload Income Tax Return filed for the year.
C.15	Annual Turnover of bidder in 2020-21	Enter your Annual Turnover	Upload Audited Balance Sheet for the year.
C.16	Annual Turnover of bidder in 2021-22	Enter your Annual Turnover	Upload Audited Balance Sheet for the year.
C.17	Annual Turnover of bidder in 2022-23	Enter your Annual Turnover	Upload Audited Balance Sheet for the year.
C.18	Details of EMD submitted to Bank of Baroda	Enter UTR No. and Bank Name along with date	Upload Scanned copy of NEFT/RTGS/Transfer/Depo sit 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 Bidder (Bidder) who is submitting the bid. Bidder who qualifies as per the criteria mentioned can participate in the tender directly or indirectly through authorized Business Partner who qualifies below mentioned criteria.		
	Prequalification Criteria	Bidder's Response	Documents Required
D.2	Bidder should have made net profit during last three financial years (2020-21, 2021-2022, 2022-23).	Mention Yes/No.	in Copy of the last three years audited financial statements
D.3	Average Annual turnover of the Bidder of last three years should not be less than 10.0 lacs	Mention Yes/No.	in Copy of the last three years audited financial statements
D.4	Bidder should have experience in the past for undertaking Similar maintenance works in various office/organization during the last 7 years as of March 2023	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 31/03/2023) a) Three similar completed works each of value not less than the value equal to Rs. 17.60 lacs. OR b) Two similar completed works each of value not less than the value equal to Rs. 11.00 lacs OR C) One similar completed works each of value not less than the value equal to Rs. 8.80 lacs	Mention Yes/No.	in	Copy of Work Order/Work completion certificate.
D.6	Bidder must be an Indian firm Bidder/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 :**

Providing Maintenance Services of Civil/Electrical/Plumbing/Carpentry works etc. in Residential/Commercial/Other Multistoried buildings(having minimum 60 no. of Flats, each having area approx. 600 sqft)in semi Govt /Govt and public/Private sector organizations/ Institutions.

SECTION: E

GENERAL TERMS & CONDITIONS

- E.1** The tender has to be complete in all aspects including registration and licenses to be submitted along with datasheet.
- E.2** Earnest Money Deposit of Rs.22,000/- (Rupees Twenty Two Thousand 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.

Exemption for Earnest Money Deposit (EMD) amount

Exemption from submission of EMD shall be given to bidders, who are Micro, Small Enterprises (MSE) / Startups. The bidders who are MSE have to submit necessary document issued by Ministry of MSME Govt of India and the bidders who are startups have to be recognized by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. MSE/Startup firms which are in the process of obtaining MSME / DIPP certificate will not be considered for EMD exemption.

E.3 Initial Security Deposit

An amount equivalent to 3% 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. Amount of Security Deposit will be rounded off to the nearest thousand.

The security deposit will be refunded by the bank after the expiry of the contract. Bank Guarantee in lieu of Security Deposit is also acceptable.

E 4 PERFORMANCE GUARANTEE

The successful tenderer to whom the Contract is awarded shall deposit a sum equal to 5% of the accepted contract value in the form of Bank Guarantee from a Nationalized or Scheduled Bank. The Performance Guarantee shall be deposited within 14 days from the date of issue of Letter of Acceptance / Work Order failing which the Employer at his discretion may revoke the Letter of Acceptance / Work Order and forfeit the Earnest Money Deposit. The Bank Guarantee for Performance Guarantee shall be valid up to -3- months more than the Contractual Period.

E.5

ARTICLES OF AGREEMENT

Service Level Agreement and Non-Disclosure Agreement:

- The successful bidder shall execute Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA) {as per Annexure I – Section K }, which contains all terms and conditions of the services to be extended as detailed herein. The successful bidder shall execute the SLA and NDA and provide the same along with acceptance of the Work Order.
- All the expenses related to execution of the document such as the applicable stamp duty and registration charges if any shall be borne by the successful bidder.

E.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/Partners, authenticated by the Bidder/their Secretary, authorizing an official or officials of the Bidder 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.

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 initially for a period of Six months- (extendable for another 6 months) from the date of written order to commence work which will be subject to review of performance after 6 months of the Contract period.

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 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 / Bidder 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/sublet this contract or 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. **CONTRACTOR TO INFORM HIMSELF FULLY:**

The Contractor shall be deemed to have carefully examined the work and site conditions including labour, the general and special conditions, job requirements 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, Facilities 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.
11. 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.
 12. 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 organizations 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.
 13. The 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.
 14. 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 Bidder/Contractor. This clause is applicable, if for any reason, the contract is cancelled.
 15. 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.
 16. 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.

E.10 Disqualification

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

E.11 No Commitment to Accept Lowest or Any Tender

The Bank shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever.

Bank reserves the right to make any changes in the terms and condition of the Tender. Bank will not be obliged to meet and have discussions with any bidder and/or to listen to any representations.

E.12 Subcontracting

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

E.13 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

Bank of Baroda and the Contractor 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 Bidder/Contractor 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.

4. 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.

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.

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.

5. 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.

6. Penalty

If at any point of time, discrepancies in the maintenance works/shortfall with the Contractor/Bidder are observed, an amount @ 5% from the total bill submitted by the Bidder at the end of that month shall be deducted.

7. 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, 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.

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. 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 Bidder and its subsidiary

- Bids submitted by one or more partnership firms / LLPs having common partners
 - Bids submitted by one or more Agencies 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.
11. The Schedule of Probable Quantities is tentative and is liable to alteration 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.
 12. The contractor shall strictly comply with the provision of safety code.
 13. Bank reserves the right for any addition/deletion/alteration of materials/specifications before/after awarding the job without any compensation.
 14. Bidder shall abide by the Minimum Wage Act, Labour Laws/Bye-laws, Shops & Establishment Act etc. of the State Government / Statutory bodies.
 15. All necessary permit/license, permission from public authorities etc., if required, has to be arranged by the contractor.
 16. 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.
 17. Bank 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.
 18. All the material shall be of the best quality available in the market.
 19. Bank will deduct TDS, other applicable taxes/surcharge/cess etc. as per norms.
 20. Bank reserves the right to accept or reject any/all the offers, without assigning any reasons thereof.
 21. Conditional tenders/offers are liable to be rejected.
 22. All supporting documents duly self-attested with digital signature are to be stamped, scanned, uploaded and attached along with online bid.

Incomplete or partial or faulty submissions shall be rejected.

23. 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

24. Bids not accompanied with EMD/Certificates endorsing any exemptions will not be opened.
25. 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 shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.
26. 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, inter-alia 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.
27. 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.
28. 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.
29. 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. In case of any default in services as mentioned in the tender, the bidder shall be blacklisted/debarred and the information may be shared with other authorities. Bidder must not be blacklisted/debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) within last 2 years from the RFP

date. If the Bidder found blacklisted during last -2- years in any of the PSU Bank/ Govt. Organization, then Bidder will be disqualified/terminated from the said tender.

31. 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 Bidder 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 an individual, firm or incorporated Bidder) 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.

SECTION: F

ROLE AND RESPONSIBILITIES

It is the sole responsibility of the Contractor is to ensure that the Maintenance and Repairs are performed to the highest standards.

1.0 Scope and Responsibilities

The Contractor/Agency shall be fully responsible for effective Maintenance and Repairs of Civil, Electrical, Carpentry & Plumbing Works Etc. in Bank's Residential Premises(-111- Nos. of flats) at Raheja Green, Raheja Estate Kulupwadi, Borivali (E) , Mumbai (Details as mentioned in B3)

1.1 Records of Maintenance & Repair works

The Contractor shall maintain a comprehensive logbook as per certified standards and procedures for all critical maintenance issues in the Residential Premises, weekly record of other critical/abnormal observations which may require separate treatment.

1.2 Inspection of all Flats once in a Month

Inspection shall include Comprehensive Work of undertaking minor repair works viz. addressing leakage in taps, changing washers, fixing screws petty carpentry jobs, checking electrical connections, sealing of joints in washrooms etc.

The Contractor shall also submit to the Bank, proposed Preventive Maintenance Schedule, after every inspection period.

1.3 Breakdown Maintenance

Out of the breakdown calls/Complaints received, the Contractor shall give priority to the critical jobs in restoring the services, viz. Electrical emergency, Short-Circuit, restoring the power, attending the plumbing/leakage issue, etc. with minimum down time.

The Bidder must inspect the site of work and get acquainted with all installations, systems, sub-systems, society office rules & regulations etc, and site conditions before quoting.

SECTION: G
AREA DETAILS OF THE PROPERTY

Sr.No.	Name of the Building	NO. of Flats in A & B Wing
	RAHEJA GREEN, RAHEJA ESTATE, KULUPWADI, BORIVALI EAST – MUMBAI	111
	2 BHK	
	Area = 750 sqft approx..	

SECTION: H- PRICE BID
SCHEDULE OF ITEMS

ITEM NO.	*PARTICULARS OF ITEM	UNIT	**QTY	Rate (in Rs)	Amount (in Rs)
PART A – PLUMBING WORKS					
1	Providing and fixing washbasin (of approx. size 450 mm x 330mm size), white vitreous of parryware, Cera/Hindware or equivalent make as approved (with necessary fittings as required/ complete as directed by Bank's Architect/Engineer)	Nos.	5		
2	Providing and fixing Jaquar continental make or equivalent Health Faucet (chrome plated) complete set with 8 mm dia. & approx. 1.0 m long easyflex tube (jet spray), wall hook etc. complete as directed by Bank's Architect/Engineer)	Nos.	20		
3	Providing and fixing angle cock of Jaquar "continental" series or other approved equivalent brand and quality confirming to IS 8931, including PVC connection hose of required size with copper nut bolt for connection to flush tank/wash basin/health faucet and finished with CP flanges, cap etc. complete as directed by Bank's Architect/Engineer)	Nos.	30		
4	Providing and fixing concealed stop cock of Jaquar make continental CON 083KN series or other approved equivalent make with wall flange including cost of all material, labour charges etc.	Nos.	20		
5	Providing and fixing bib cock of jaquar maker continental CON 047KN series or other approved equivalent make and finished with CP flanges, cap etc. complete as directed including the cost of all material, labour charges etc.	Nos.	20		

6	Providing and fixing Heavy quality wall mounted overhead shower, Jaquar or other equivalent approved make etc. complete with all accessories, as directed by Bank's Architect/Engineer.	Nos.	10		
7	Providing and fixing 600 mm long chromium plated brass towel rail such as Jaquar/Essco or other approved equivalent ,including necessary fittings + labour charges complete as directed by Bank's Architect/Engineer.	Nos.	5		
8	Providing and fixing chromium plated towel ring such as Jaquar/essco towel ring or other approved equivalent (including necessary fittings + labour charges complete as directed)	Nos.	5		
9	Providing and fixing stainless steel bathroom hooks of approved design/pattern to hang the clothes including necessary fittings + labour charges complete as directed Bank's Architect/Engineer.	Nos.	20		
10	Providing and fixing readymade glass corner shelf/shelves with chromium plated brass railing such as jaquar or other approved equivalent including necessary fittings + labour charges complete as directed by Bank's Architect/Engineer.	Nos.	10		
11	Providing and fixing SS soap Dish Holder having length of 138mm, breadth 102mm, height of 75mm with concealed fitting arrangements, weighing not less than 106 gms. stainless steel – Jaquar/equivalent make.	Nos.	10		
12	Providing and fixing P.V.C. waste pipe for sink or wash basin including P.V.C. waste fittings complete.	Nos.	10		
13	Providing and fixing SS handles, ISI marked, anodized-with all fittings as directed Bank's Architect/Engineer.	Nos.	20		
14	Providing and fixing toilet Mirror on wall with 6mm glass mirror with beveled edge fixed with 6 MM Exterior grade MDF sheet screwed with S.S clamps and screws complete as directed by Bank's Architect/Engineer.	Nos.	10		
	Total Amount - Part A				
	PART B - CIVIL WORKS				
ITEM NO.	*PARTICULARS OF ITEM	UNIT	**QTY	Rate (in Rs)	Amount (in Rs)
1	Providing and fixing 1st quality ceramic glazed wall tilesconfirming to IS : 15622 . Make & Color as per the existing tiles/matching the make list /as directed by Bank's Architect/Engineer.	Sq.ft.	8000		

2	Providing and laying 1 st quality matt finished ceramic floor tiles confirming to IS : 15622. Make & Color matching the existing tiles/ the make list/as directed by Bank's Architect/Engineer	Sq.ft.	5000		
3	Providing and fixing 18 mm thick, one side polished "jet black" colour granite slab for kitchen platform with side fascia and skirting above platform and shelves in the kitchen including finishing edge with bull nose moulding/edge chamfered with matching polishing to give high gloss finish etc. complete and sealing all joints with epoxy resin based adhesive as directed [Basic rate of granite @ Rs. 180/- per sq. ft inclusive of GST]	Sq.ft.	500		
4	Water proofing : Providing and laying integral cement based water proofing treatment including preparation of surface as required for treatment of wals, ceilings, balconies, etc using 2.75 kg/sqm. of cement admixed with proprietary water proofing compound.	Sq.ft.	8000		
5	Internal Plastering : Providing and applying plastering in CM 1:4 (1 cement : 4 sand) about 20 mm thickness as approved at all levels in patches including dismantling of the old damaged plaster, preparing the surface of new plaster, curing of new plaster etc. complete as directed by the Bank's Architect/Engineer.	Sq.ft.	5000		
6	PAINTING				

	a) Providing & Applying Royal touch paint on the walls and ceiling, two or more coats over the prepared surface to give the smooth appearance with final coat done with rollers all complete, to the satisfaction of Bank's Architect/Engineer.	Sq.ft.	20000		
	b) Providing & Applying plastic emulsion paint on walls & ceiling two or more coats over the prepared surface to give the smooth appearance with final coat done with roller finish all complete, to the satisfaction of Bank's Architect/Engineer.	Sq.ft.	20000		
	c) Providing and Applying synthetic enamel paint after removing old paint & preparing the base for the same and applying 2 or more coats all complete, to the satisfaction of Bank's Architect/Engineer.	Sq.ft.	10000		

	d) Providing & Applying One coat of OBD paint over one coat of primer, of approved make and shade, to the finished surface including, cleaning the site etc. all complete, to the satisfaction of Bank's Architect/Engineer.	Sq.ft.	20000		
	Total Amount PART B				

PART C - CARPENTRY WORK					
ITEM NO.	*PARTICULARS OF ITEM	UNIT	**QTY	Rate (in Rs)	Amount (in Rs)
1	Providing and fixing ISI marked Solid Core flush door shutters conforming to IS : 2202 (Part I) decorative type, core of block board construction with frame of 1st class hard wood and finished with approved laminate on both faces of shutters, thickness of door shall be 35 mm including ISI marked Stainless Steel butt hinges and necessary hardware, screws, etc.	Sq.ft.	450		
2	Providing and fixing factory made panel PVC door shutter consisting of frame made out of M.S. tubes of 19 gauge thickness and size of 19 mm x 19 mm for styles and 15x15 mm for top & bottom rails. M.S. frame	Sq.ft.	250		
3	Providing and fixing in position approved design Heavy duty Stainless Steel curtain rods for doors and windows, 25 mm dia. 16 gauge thick, with matching approved design brackets at both sides and curtain supports at intermediate positions where length of span exceeds 1.5 m as directed by Bank's Architect/Engineer.	Sq.ft.	200		
4	Providing and fixing powder coated(min. 50 micron) Aluminium work for Sliding windows/Ventilators (Bombay Sliding Type) 2/3 Track, in extruded built up standard tubular sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/ neoprene gasket etc.	Sq.ft.	2000		

5	Providing & fixing Glazing- glass in Aluminium window, ventilator shutters etc. tinted/plain glass panes of 6.0 mm thickness with EPDM rubber / neoprene gasket etc. Complete to the satisfaction of the Bank's Architect/Engineer	Sq.ft.	250		
6	Providing & fixing storage shutter and shelf made out from 19mm thick plywood of MR grade of make Sharda ply/Duro Ply/Green ply with 1.0mm thk laminate of Greenlam/Century or equivalent make on all external surfaces with T.W. beading on edges, plain laminate on internal surface with all hardware accessories including Godrej make lock, handle ball catchers as per site condition / requirement etc. all complete.	Sq.ft.	250		
Total Amount PART C					
PART D - ELECTRICAL WORKS					
ITEM NO.	*PARTICULARS OF ITEM	UNIT	**QTY	Rate (in Rs)	Amount (in Rs)
1	Point wiring for light points with 5 A modular switches, plates, etc. (One point controlled by one switch)	Nos.	20		
2	Point wiring for 5A plug point having socket with switch on the same board	Nos.	20		
3	Point wiring for Door Bell point including the cost of electronic bell as approved by the Bank	Nos.	20		
4	Point wiring for ceiling fan with electronic regulator, switch, etc.	Nos.	20		
5	Point wiring for exhaust fan consisting of 5A socket near fan and switch on light switch board or at appropriate location as decided by the Bank	Nos.	20		
6	Supplying & fixing of 3 Lit Geyser Instant Water Heater with complete fittings (make Havels/Bajaj / Crompton)	Nos.	25		
7	Plug 5 Amp /15 Amp/ Door Bell	Nos.	30		
8	Modular Switches & sockets - HIGH QUALITY: Environment-friendly High-grade polycarbonate material and heavy brass parts high and low temperature resistant/having anti-flame-retardant properties, with high safety standards.10A/15A/20A(matching the existing)	Nos.	100		
9	Supply and installation of 18W LED lights, 48 inches Make: Phillips/Wipro or approved equivalent	Nos.	30		
10	Supply and installation of 12 x 12 inch exhaust fan for kitchen, of approved color with PVC fan and louvers Make: Bajaj/Crompton or equivalent	Nos.	20		

11	Supply and installation of 6 x 6 inch exhaust fan for toilet, of approved color with PVC fan and louvers Make: Bajaj/Crompton or equivalent.	Nos.	20		
	Total Amount Part D				
GRAND TOTAL AMOUNT (A+B+C+ D) *					

***GST shall be paid extra, as applicable**

AMOUNT IN WORDS (A+B+C+D) :

The Amount Quoted shall include the following MISCELLANEOUS WORKS :

ITEM NO.	Description of Work – Misc. Work	Periodicity
1	Inspection of all Flats once in a Month	
	Inspection shall include Comprehensive Work of undertaking minor repair works viz. addressing leakage in taps, changing washers, fixing screws petty carpentry jobs, checking electrical connections, sealing the joints in floor tiles in washrooms, nahni trap, if reqd. etc.	Once in a Month

Note :

- 1) The Items not mentioned here shall be decided as per the prevailing market rates by mutual consent.
- 2) The Quantity of the materials mentioned in the Schedule of items above is subject to variation as per the requirement at Site.

SECTION I – LIST OF MAKES

LIST OF APPROVED MANUFACTURERS /MATERIALS TO BE USED IN THE CIVIL & INTERIOR WORKS		
SL NO.	MATERIAL NAME.	BRAND/ MANUFACTURER.
1	PLYWOOD - BWR (Boiling Water Resistant, Termite Resistant & Borer Resistant) –Conforming to IS 303	GREEN PLY/ ARCHID PLYWOOD/CENTURY/ SAMRAT/ NATIONAL
2	HIGH DENSITY FIBRE BOARD HDF /MDF	GREEN PLY/ ARCHID PLYWOOD/CENTURY/ SAMRAT/ NATIONAL
3	LAMINATE - CONFIRMING TO IS: 2046-1995	GREENLAM/ ARCHID /MERINO/ FORMICA/ AICA /SIGNATURE/ CENTURY
4	GLASS	SAINT GOBAIN / MODI FLOAT / ASAHI FLOAT
5	HARDWARE.: FLOOR SPRING,LOCKS,HINGES,DOOR CLOSURES HANDLES, TOWER BOLTS,ALDROF, DRAWERCHANNEL, DOOR STOPPER	HETTICH/ EBCO/DOORSET /DORMA/ OZONE/ GODREJ

6	ALUMINIUM SECTIONS	JINDAL/HINDALCO/FENESTA or equivalent
7	FLUSH DOOR - CONFIRMING TO IS: 2202 (Part - 1)- 1991	GREENPLY/DURO/ARCIDPLY OR EQUIVALENT
9	VENEER. (2mm-4MM thk)	GREEN PLY/ ARCHID PLYWOOD/CENTURY/ SAMRAT/ NATIONAL, MERINO
10	BLOCK BOARD.	GOLDEN/CENTURY / ARCHID / GREENPLY /KITPLY/UNIPLY
12	PLASTER BOARDS.	GYPROC/ LAFARGE / KNAUF
13	SCREWS.	GKW NETTLEFOLD / TEKNIC FASTNERS/ OR AS APPROVED.
14	ADHESIVES.	FEVICOL SH/ ARALDITE/ VAMICOL
15	ALUMINIUM WINDOWS	JINDAL / HINDALCO / FENESTA or equivalent
16	CEMENT OPC 53 GRADE FOR PLASTERING	BIRLA SUPER / ACC / ULTRATECH
17	CEMENT PPC FOR PLASTERING	BIRLA SUPER /ACC/RAMCO /ULTRATECH
18	SAND FOR PLASTERING	RIVER SAND /P -SAND ONLY IN CASE OF RIVER SAND IS NOT AVAILABLE P. SAND (DOUBLE WASH)
19	PAINT	ASIAN/ NIPPON/ BERGER/ KANSAI NEROLAC
20	VITRIFIED TILES	JOHNSON/ ORIENT BELL/ SOMANY/ KAJARIA/ASIAN / MARBITO / RAK
21	CERAMIC TILES	JOHNSON/ ORIENT BELL/ SOMANY/ KAJARIA/ASIAN
22	WATER PROOF TILE ADHESIVE	SAINT GOBAIN EPOXY/SIKA/PIDILITE/ LATICRETE
23	SANITARY & PLUMBING FITTINGS	SUPREME/ ASTRAL/ASHIRVAD/FINOLEX
24	SANITARY FIXTURES	HINDWARE/JAQUAR/PARRYWARE
25	PLUMBING FIXTURES	

NOTE: The contractor shall use only above mentioned material. All other materials shall conform to the specifications laid down. The tenderer shall take this into account while tendering rates /prices.

Note: If any equivalent material is used it should be approved from the Bank's Architect/Engineer before execution of the works.

SECTION J - COMPLIANCE

Bidders have to agree the following terms & conditions :

Sr.	Description	Bidders Response
J.1	We confirm that we will abide by all terms and conditions mentioned in this tender Document.	Agree only
J.2	We confirm that we will abide by all the changes made in corrigendum/addendum.	Agree only
J.3	We confirm that we will abide by all the new clauses added in the corrigendum/addendum.	Agree only
J.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
J.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
J.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
J.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

J.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
J.9	Bank reserves the right to verify / evaluate the claims independently made by us in this tender Document.	Agree only
J.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
J.11	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
J.12	We agree that the Bank is not bound to accept the lowest or any Bid that the Bank may receive.	Agree only
J.13	We confirm that rates quoted in Bill of Quantities exclusive of GST	Agree only
J.14	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

Place

Date

Signature of the Bidder

SECTION K - ANNEXURES – ARTICLES OF AGREEMENT

ANNEXURE- 1

ARTICLE OF AGREEMENT made at Mumbai this day of 2021 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 Maintenance Services (hereinafter called 'M/s _____' or 'the Maintenance Contractor') of the other part.

"Parties" shall mean Bank and Maintenance Contractor collectively; and the "Party" shall mean either one of them.

WHEREAS the Bank being desirous of outsourcing the job of Maintenance of Bank of Baroda's Residential Flat at Raheja Green, Raheja Estate , Kulupwadi, Borivali (E) Mumbai-400066 for a period of Six Months and for the said purpose, the Bank has issued tender dated _____, inviting offers from several Contractors for Comprehensive Maintenance works ;

WHEREAS CONTRACTOR FOR COMPREHENSIVE MAINTENANCE WORKS include all services and facilities like Civil, Carpentry, Plumbing and Electrical works ;

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 Maintenance Contractor has deposited the security deposit of Rs _____ in token of performance of this Agreement for three years from the date of commencement of the work as defined herein with provision for performance review of the Agreement after SIX MONTHS 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 Contractor and the 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 schedule and documents annexed herewith shall form the basis of this contract.

2. **Scope of work:**
(As mentioned in B3 above)

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 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 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 an Item Rate Contract for Maintenance Works (Civil, Carpentry, Plumbing, Electrical, etc.) in Bank's Residential Premises and payment shall be made proportionately, according to the Rate Contract.
- c) All payments by the Bank under this contract will be made only at Mumbai in Indian Rupees and shall be within -15- working days from the submission of bills including period of checking -subject to bills being complete and in the format to be mutually agreed.
- d) The Bidder must include in their tender prices quoted, for all duties, taxes, transportation, local charges, etc. if applicable, excluding GST. GST shall be paid extra, as applicable.
- e) That the terms of this contract have been read by the Contractor and fully understood by him/ them. The 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). The 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. The Contractor shall always, without any bias, render Services in the best interest of the Bank. The Contractor shall comply with the conditions and the scope of work i.e carrying out Maintenance works including Civil, Carpentry, Plumbing & Electrical etc. 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. 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 Contractor hereby agrees to attend the complaints regarding the maintenance work as provided in the said conditions and to perform the job during and within the stipulated contract period.
- c) The 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/s in Mumbai shall have jurisdiction to determine the same.

7. Termination :

- a.) This contract is initially for a period of **Six months- (extendable for another 6 months subject to performance review after 6 months)** from the date of commencement of the work and no revision of quoted price will be entertained for subsequent extension of 6 months (after completion of regular term) as decided by the Bank. Bank reserves the rights of not extending the contract beyond the said period. If the Contractor fails to perform any of its obligations under this Agreement and if the Bank is dissatisfied with the services of the Contractor during the regular and extended period, Bank may terminate the services of the Contractor, at any time by giving ONE month's 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 Contractor is bound to make the additional expenditure, which the Bank may have to incur for the selection of another contractor/ Bidder. 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 what so ever that the Contractor may suffer on termination of services by the Bank.
- c.) Except for non-payment, in no other circumstances the Contractor shall have a right to terminate this Agreement.

8. Insurance:

The 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 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 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 bought 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 Contractor in execution of work or providing services, the Bank shall be entitled to recover from The 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 The Contractor 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. 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 and applicable revisions/modifications thereof.
- 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 provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.
- b) No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- c) Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile to the person at the address given below. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, two days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).

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 Contractor collectively constitutes the entire Agreement between Bank and The 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/Bidder/ Agency

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

Signature
(Bank)

Signature
(Contractor)

Name and Designation

Address

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

Contractor

WITNESSES

WITNESSES

1
2

NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT (“NDA”) is made at Mumbai this _____ day of ____ 2023

BY AND BETWEEN

Bank of Baroda, a body corporate constituted under the provisions of Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Head Office at Mandvi, Baroda 390006 and Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra-Kurla Complex, Bandra East, Mumbai 400051 (hereinafter referred to as “**Bank of Baroda**”; which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns);

AND

M/s _____(Name of the firm/Bidder), a Bidder incorporated under _____ and whose registered office is at _____ through its authorized representative Mr. _____ hereinafter referred to as “Bidder”, which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns)

Bank of Baroda and M/s _____, (Name of the firm/Bidder) shall hereinafter be individually referred to as first Party and second party collectively referred to as “Parties”.

RECITALS

WHEREAS:

1. Bank of Baroda pursuant to its working relationship which has been or may be established, with the Bidder, anticipate that it may have to disclose or deliver certain documents, components, parts, information, data, specifications, techniques, processes, and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to marketing, finance, forecasts, invention, research, design or development of information system and any supportive or incidental sub-systems and which may be accessible / available to the M/s _____ (Name of the firm/Bidder).

WHEREAS, Bank of Baroda desires to ensure that the confidentiality of any Proprietary Information is maintained, during the tenure of the NDA (contract) and thereafter;

NOW, THEREFORE, in consideration of the foregoing premises, and the mutual covenants contained herein, both the parties intending to be legally bound, Bank of Baroda and M/s _____ (Name of the firm/Bidder) hereby agree as follows:

A. CONFIDENTIAL INFORMATION

- i. All Bank of Baroda’s product and process details, documents, data, applications, software, systems, papers, statements and business / customer information which may be communicated to or come to the knowledge of the Bidder or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the Bidder irrevocably agrees and undertakes and ensures that the Bidder and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of Bank of Baroda nor shall use or allow to be used any information other than as may be necessary for the due performance by the Bidder of its obligations.

- ii. The Bidder shall not make or retain any copies or record of any Confidential Information submitted by Bank of Baroda other than as may be required for the performance of the Bidder.
- iii. The Bidder shall notify Bank of Baroda promptly of any unauthorized or improper use or disclosure of the Confidential Information.
- iv. The Bidder shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also so far as it is practicable the Bidder shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Bidder or its affiliates.
- v. Bidder shall extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
- vi. The Bidder hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of any oral or written information which may contain, hold or bear confidential information or disclose the information submitted by Bank of Baroda under any other Agreement to any third party unless such disclosure is mandatorily required by law or if it is required necessarily to be disclosed to any other agency/subcontractor or the like for the purpose of performing any of its obligations under the contract.
- vii. Bidder shall not disclose the name of the Bank of Baroda, or the existence, nature or substance of any agreement, relationship and/or negotiations between Bank of Baroda and the Bidder, in any publicity material or other communications to any third parties without the prior permission of Bank of Baroda.
- viii. However the Confidential Information will not be limited to the information mentioned above but not include the following as Confidential Information:
 - a) Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
 - b) Prior to the disclosure by Bank of Baroda was known to or in the possession of the Bidder at the time of disclosure;
 - c) Was disclosed or parted with the prior consent of Bank of Baroda;
Was acquired by the Bidder from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from Bank of Baroda.
- ix. The Bidder agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.
- x. In any dispute over whether information or matter is Proprietary Information or not mentioned herein, it shall be the burden of Bidder to show that such contested information or matter is not Proprietary Information within the meaning of this Agreement, and that it does not constitute violation under any laws for the time being enforce in India.

2. PROPRIETARY RIGHTS

Title to all documents, process details, any other information which is having intellectual property rights received by Bidder from Bank of Baroda, including all Proprietary Information, shall remain at all times the sole property of Bank of Baroda, and this Agreement shall not be construed to grant to Bidder any patents, licenses or similar rights to such property and Proprietary Information disclosed to Bidder hereunder.

3. INDEMNITY

- i. The Bidder hereby agrees to indemnify and keep Bank of Baroda indemnified safe and harmless at all times against all or any consequences arising out of any breach of this confidentiality undertaking by the Bidder and /or its employees and shall immediately reimburse and pay to Bank of Baroda on demand all damages, loss, cost, expenses or any charges that Bank of Baroda may sustain suffer, incur or pay in connection therewith.
- ii. The Bidder acknowledges that a breach of its obligations under this Agreement could cause irreparable harm to the Bank of Baroda for which monetary damages may be difficult to ascertain or an inadequate remedy. The Bidder therefore agrees that the Bank of Baroda will have the right, in addition to its other rights and remedies, to seek injunctive relief and damages for any violation of this Agreement.

4. TERMINATION AND SURVIVAL

- i. The terms of this Agreement shall be for _____ months unless terminated by Bank of Baroda with thirty days prior written notice to Bidder, however, this Agreement's provisions will survive as to Confidential Information that is disclosed before termination.
- ii. Unless the Bank of Baroda otherwise agree in writing, Bidder duty to protect Confidential Information expires three years from termination / expiry of this Agreement, provided the information which is by its nature required to keep confidential or under any applicable laws required to protect forever such information shall be remain confidential forever or until such time when the Bidder no longer has access to the Confidential Information or has returned or destroyed all Confidential Information having in its possession.

5. GOVERNING LAW AND JURISDICTION:

The provisions of this Agreement shall be governed by the laws of India. If any disputes or differences shall arise between the Parties hereto as to the interpretation or the performance of this Agreement the same shall be referred to sole arbitrator to be appointed by Bank of Baroda. The arbitration proceeding shall be governed by the Arbitration and Conciliation Act 1996 and rules / amendments there under. The place of Arbitration shall be at Mumbai. The language of arbitration shall be English and the courts at Mumbai shall have the exclusive jurisdiction to try any matters arising from this Agreement.

ARBITRATION

- a) The Bank and the Contractor shall make every effort to resolve amicably, by direct informal negotiation between the respective project
- b) Managers/ Directors of the Bank and the Contractor, any disagreement or dispute arising between them under or in connection with the contract.
- c) If the Bank's Project Manager/Director and Contractor's Project Manager/ Director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Contractor and Bank respectively.

- d) If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Contractor and Bank, the Bank and the Contractor have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.
- e) All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings.
- f) The place of arbitration shall be _____. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings
- g) The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets.

6. SEVERABILITY

If any provision of this Agreement is invalid or unenforceable, then such provision shall be construed and limited to the extent necessary, or severed if necessary, in order to eliminate such invalidity or unenforceability, and the other provisions of this Agreement shall not be affected thereby.

7. NO LIABILITY

Bidder understands and agrees that neither the Bank of Baroda nor any of its directors, officers, employees, agents, advisors or representatives (i) have made or make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information or (ii) shall have any liability whatsoever to Bidder or its Affiliates relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom.

8. MISCELLANEOUS

- a) No delay or omission by either party in exercising any rights under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by either Party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.
- b) This Agreement is in addition to any prior written agreement between Bank of Baroda and Bidder relating to the subject matter of this Agreement; in the event of any disparity or conflict between the provision of such agreements, the provision which is more protective of Proprietary Information shall control.
- c) This Agreement may not be modified, in whole or in part, except by an agreement in writing signed by Bank of Baroda and Bidder.

IN WITNESS WHEREOF, the Parties hereto have set the hands of the respective authorized officials on the day and year first hereinabove written.

For Bank of Baroda Sign ; Name : Title : Authorised Signatory Address: , Fax No.	For (Name of the firm/Bidder) _____ Sign ; Name : Title : Authorised Signatory Address: , Fax No.
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Date: _____

Place: Mumbai.

INDEMNITY BOND

This Indemnity Bond is executed on this ____ day of _____ 2023 in favour of M/s Bank of Baroda, a Body Corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 having its Head Office at Mandvi, Baroda and Corporate office at Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra (E), Mumbai-51 (herein after called as the "Bank"), by M/s _____ (herein after called as the "Contractor/Bidder" which expression shall mean and include its executors, administrators, successors and assigns).

Whereas the Contractor has in response to tender dated _____ offered to execute and fully complete the intended works in connection with Contract for Comprehensive Maintenance Works (Civil, Plumbing, Carpentry & Elec. etc) in Bank of Baroda's Residential Premises at Raheja Green , Kulupwadi, Borivali (E) Mumbai -400066 for a period of Six months- (extendable for another 6 months, subject to performance review after 6 months), as set forth in the tender dated _____, General Conditions, Special Conditions, Specifications, Bill of Quantities and Schedule hereto annexed according to the terms, obligations and conditions therein contained at and for an approximate total sum of ₹ _____/- (Rupees _____ only) (excluding GST) and the Bank has accepted such itemized rate tender in terms of its letter no. _____ dated _____.

NOW THE INDEMNITY WITNESSTH AS FOLLOWS.

WHEREAS the contractor indemnifies that in respect of the payment made to the labours engaged by him and keep the Bank fully indemnified at all times against any claims, decree, notice, loss or liability, costs, action or proceedings which may arise against the Bank, it's director, officers, employees or agents by any of contractors employees or third person at the instance of the authority under the act of any person or persons of the Bank making payment to the contractor.

WHEREAS the contractor further indemnifies the Bank that it shall make good any dues claims etc., in respect of labour engaged by it towards provident fund in the said contract works executed by it on receipt of the demand in writing from the Bidder without any demur

WHEREAS the contractor indemnifies the Bank for claims against any loss, damages to property which may arise from theft, misconduct, abuse, pilferage and tampering the records and property by the staff employed by the Contractor during the course of execution of the job in terms of the Work order.

WHEREAS the contractor indemnifies the Bank for any claims from any other agency/ statutory bodies which may arise due to the statutory requirement of all Acts and enactments pertaining to the Labour Laws enforcing maintenance of all records, payments of fees for obtaining Licenses etc., all as per the Terms & conditions laid in the Tender document.

WHEREAS the contractor further indemnifies the Bank for claims on payment of all wages or other money to his worker/s or employees under the payment of wages Act 1963 or employers liability Act 1933, workmen compensation Act, ESI act or any other Act or enactment relating thereto and rules framed there under from time to time.

WHEREAS that the liability of the contractor under the bond shall not be altered, modified or nullified by any change in the Constitution of either the Bank or the contractor

Whereas in the event contractor not fulfilling its obligations under this bond within the period specified in the notice issued by Bank, Bank has the right to recover the amounts due to it under this bond from any amount payable to Contractor under the agreement executed between bank and contractor.

WHEREAS The indemnification rights of bank under this bond are independent of, and in addition to, such other rights and remedies that Bank may have under any applicable Law or in equity or elsewhere under service level agreement dated _____ or under tender dated _____ or otherwise, including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

IN WITNESS WHERE OF THE CONTRACTOR HAS EXECUTED THESE PRESENT THE DAY MONTH AND YEAR ABOVE MENTIONED.

WITNESS

CONTRACTOR