

**NOTICE INVITING TENDER FOR PREMISES AND
FACILITY MANAGEMENT SERVICES FOR BARODA APEX
ACADEMY BUILDING AT GANDHINAGAR, GUJARAT**

BANK OF BARODA

**BARODA APEX ACADEMY
GANDHINAGAR**

Technical Bid

Information to Bidders

PART- 1

TENDER PERIOD FROM 25.08.2023 TO 15.09.2023 UPTO 2:00 PM

PRE-BID MEETING ON 05.09.2023 AT 12:30 PM

OPENING OF TECHNICAL BID ON 15.09.2023 AT 3:00 PM

NAME OF WORK: TENDER FOR PREMISES AND FACILITY MANAGEMENT SERVICES FOR BARODA APEX ACADEMY BUILDING AT GANDHINAGAR, GUJARAT

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SECTION A

INTRODUCTION

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

NOTICE INVITING TENDER FOR PREMISES AND FACILITY MANAGEMENT SERVICES FOR BARODA APEX ACADEMY BUILDING AT GANDHINAGAR, GUJARAT

Bank of Baroda invites tender for manning and maintenance of various services such as housekeeping, electrical including LT/HT Panel, sanitation, etc. work from reputed facility management companies, by engaging manpower as per requirement mentioned in tender document.

These services are required at Bank's owns premises of Baroda Apex Academy, Bank of Baroda, Near Udyog Bhawan, Vidhansabha Road, GH-4, Sector-11, Gandhinagar-382011, Gujarat.

Schedule of Tender:

Name of Work	TENDER FOR PREMISES AND FACILITY MANAGEMENT SERVICES FOR BARODA APEX ACADEMY BUILDING AT GANDHINAGAR, GUJARAT
Period of Tender	FROM 25.08.2023 TO 15.09.2023 UPTO 2:00 PM
Date ,Time and Place of Pre Bid Meeting	ON 05.09.2023 AT 12:30 PM 7 th Floor, Baroda Apex Academy, Bank of Baroda, GH-4, Nr. Udyog Bhavan, Sector- 11, Gandhinagar -382011, Gujarat
Date of Technical Bid Opening	ON 15.09.2023 AT 3:00 PM
Submission of tender	Physical Submission as per guideline
Opening of Financial Bid	Date and schedule of opening of Financial/commercial/ price bid shall be informed separately to the technically qualified bidders only
Address for Communication	Baroda Apex Academy, Bank of Baroda, GH-4, Nr. Udyog Bhavan, Sector- 11, Gandhinagar -382011, Gujarat
Earnest Money Deposit (EMD)	Rs. 40,000/-
EMD- Online Payment Details through NEFT	NEFT in favour of "Baroda Apex Academy" Name of Bank: Bank of Baroda Account No.: 29760400000309 Branch: Vidhansabha Branch, Gandhinagar, Gujarat

	<p>ISFC Code: BARBOVIDHAN</p> <p>(BARB- Zero-VIDHAN)</p> <p>(Bidder should mention the payment details with UTR no. in respected field after making payment)</p>
Services/ contract period	Presently for One Year. May be extended for further one or two years as per clause mentioned in this tender
End of the Services	<p>As per the contract period</p> <p>Contract may be ended by three-month prior intimation notice by any party.</p>

SECTION B

Tender Submission Process:

Tender should consist of two envelopes consisting of following:

1. Cover 1 - Part – I Seal & signed Technical Bid including prequalification related supporting documents, Annexures and EMD (Earnest Money Deposit receipt/ acknowledgement)
2. Cover 2 - Part – II Seal & signed Price Bid

Cover 1 - Vol /Part – I Technical Bid shall contain following documents

- Earnest Money Deposit (EMD) receipt online through NEFT/RTGS.
- NSIC/MSME shall be Exempted for EMD on Submission of Valid Certificate.

Sr. No.	Project Name	EMD (In Rs.)
1	TENDER FOR PREMISES AND FACILITY MANAGEMENT SERVICES FOR BARODA APEX ACADEMY BUILDING AT GANDHINAGAR, GUJARAT	Rs. 40,000/-

- All Technical Bid Sections accepting all terms and conditions of the tender
- Documents to satisfy Prequalification Criteria and supporting documents
- All annexures

Cover 2- Vol/Part - II Price Bid

- **Price Bid Section -BOQ with rates without any condition. Conditional offers will be summarily rejected.**

Note:

- ❖ The tender not accompanied with earnest money deposit receipt / UTR will be summarily rejected and their tender will not be opened.
- ❖ Part - I, Part - II of the tenders duly filled in and signed should be submitted in two separate sealed covers.
- ❖ bidders should clearly write on cover-1 & cover-2 the words_

Cover-1 : "TECHNICAL BID - TENDER FOR PREMISES AND FACILITY MANAGEMENT SERVICES FOR BARODA APEX ACADEMY BUILDING AT GANDHINAGAR, GUJARAT

Cover-2 : "PRICE BID - TENDER FOR PREMISES AND FACILITY MANAGEMENT SERVICES FOR BARODA APEX ACADEMY BUILDING AT GANDHINAGAR, GUJARAT

Two Envelopes (i) Technical Bids & EMD cover-1 (ii) Price bid- Cover -2 should be placed in another single cover and super scribed "TENDER FOR PREMISES AND FACILITY MANAGEMENT SERVICES FOR BARODA APEX ACADEMY BUILDING AT GANDHINAGAR, GUJARAT" and submitted at following address:

To,

The Head (Apex Academy),

6th Floor, GH-4, Nr. Udyog Bhavan,

Sector- 11, Gandhinagar -382011,

Gujarat

SECTION C

IMPORTANT INSTRUCTIONS

B.1	<ul style="list-style-type: none"> Bidders are requested to read the terms & conditions of this tender before submitting their bids. Bidders who do not comply with the tender terms & conditions with proper/necessary documentary proof (wherever required) will not qualify in the Tender process for opening of Commercial bid. 																				
B.9	Description of Work																				
	<p>Manning and maintaining of electrical works, housekeeping, plumbing, sanitation and other services at Baroda Apex Academy, Bank of Baroda, GH-4, Sector-11, Near Udyog Bhawan, Gandhinagar-382011, Gujarat consisting of ground plus seven floors (incl.open area/parking) admeasuring approximately 8100 sq.mtrs.</p> <p>The job role also includes monitoring, liasoning with public utility agencies, public bodies and offering administrative support including central help desk, recording, tracking and executing and reporting all work order related to all services under single point responsibility on round the clock duration by utilizing latest software and hardware (at the cost of the agency) duly supported by a trained man power to the full satisfaction of the Bank.</p> <p>The brief details of works are as under:</p> <p>A. <u>Manpower Requirement and Costing</u></p> <p>Manpower requirement given below is worked out based on the assessment made at our end and is purely indicative. Any additional requirement as envisaged by the agency for satisfactory completion of jobs have to be engaged at site. No extra claim towards additional man power engaged, shall not be considered.</p> <p><u>Supervisor (Semi Skilled)</u></p> <p>The Supervisor engaged by the P&FMS contractor should be a permanent employee of the firm. He should be a Degree/ Diploma holder with minimum 3 years experience in relevant field. Supervisor will coordinate the daily, Weekly, & Monthly cleaning & maintenance activities of the building. Requirement shall be tentatively as under:</p> <table border="1" data-bbox="296 1641 1385 2020"> <thead> <tr> <th>Day</th> <th>Shift-1 (07:30 am to 3:30 pm)</th> <th>Shift-2 (3:30 pm to 11:30 pm)</th> <th>Shift-3 (11:30 pm to 07:30 am)</th> <th>Total Manpower</th> </tr> </thead> <tbody> <tr> <td></td> <td>Warden cum Supervisor</td> <td>Warden cum Supervisor</td> <td>Warden cum Supervisor</td> <td></td> </tr> <tr> <td>Monday to Saturday</td> <td>1</td> <td>1</td> <td>1</td> <td>3</td> </tr> <tr> <td>All Sunday and bank Holiday</td> <td>1</td> <td>1</td> <td>1</td> <td>3</td> </tr> </tbody> </table>	Day	Shift-1 (07:30 am to 3:30 pm)	Shift-2 (3:30 pm to 11:30 pm)	Shift-3 (11:30 pm to 07:30 am)	Total Manpower		Warden cum Supervisor	Warden cum Supervisor	Warden cum Supervisor		Monday to Saturday	1	1	1	3	All Sunday and bank Holiday	1	1	1	3
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Monday to Saturday	1	1	1	3																	
All Sunday and bank Holiday	1	1	1	3																	

House men (Un skilled) House men per floor required as per following tentative schedule.

Day	Shift-1 (7:30 am to 3:30 pm)	Shift-2 (9:30 am to 5:30 pm)			Shift-3 (11:00 am to 7:00 pm)	Total Manpower
	House-keeper	Manager	Caretaker	Electrician	House-keeper	
Monday to Saturday	8	1	2	1	2	14
All Sunday and bank Holiday	4	0	0	0	0	4

- Distribution of housemen will be decided by the bank as per future requirement.
- P&FMC has to engage required manpower on weekdays / holidays for attending specialised cleaning like carpet spotting, shampooing, brushing, scrubbing etc. No compensatory off/ extra payment claims will be entertained.

2. **Toilet attendants (Un skilled)**

Lady toilet attendants in shift as decided by the bank have to be engaged on all working days (6 days a week) and/or holidays as per requirements.

3. **Electrical (Semi skilled)**

- P&FMS Contractor will coordinate & oversee the daily, Weekly, & Monthly M&E operations at above mentioned floors. Also will operate all common equipment Installed In the building like Access control & CCTV, Air Conditioning units, UPS, EPABX,PA system, Electrical panels and maintain/repair/install wiring, cables, sockets, switches, ports etc.& will also comply with all ISO, norms & documentation.
- Provision to be made for break down & preventive maintenance like shutdown etc. on weekends & holidays only.
- All tools and equipment to be provided by the contractor for all mechanical & electrical works to be carried out in the building, which should also include safety equipment etc.
- All spares and consumables like ELCB, cables, switches, sockets, light fixtures etc. will be procured from the market after obtaining 3 quotes or as per Bank's guidelines and will be reimbursed by Bank of Baroda.
- The above-mentioned-manpower is based on the fact that the building systems are automated also the daily proactive & preventive maintenance program will have to comply with international standards. If required contractors may *remodel* the some without compromising on quality.
- **Electricians should be ITI/Diploma holder with 3 years experience and should be a valid license holder for carrying out electrical works and should have sound knowledge of electrical equipment in offices of high**

rise buildings and data cabling, telecommunication system works.

B. Schedule of House Keeping Equipment, Consumables & Costing

Machinery & Equipment.

- Wet & Dry Vacuum Cleaner heavy-duty industrial type (2. Nos.)
- Multipurpose floor maintainer with accessories (for Shampooing, Burnishing buffing, etc.)
- Window cleaning Kit
- High-pressure jet with accessory (1. Nos)
- Multipurpose housekeeping trolley (2. Nos)
- Mopping bucket with squeezer (5. Nos)
- Ladder 8'ft, & 4'ft (2.nos.)
- Hard brush
- Soft/ Hard Duster
- Mops
- Multi wash
- Dry mops kit
- Glass cleaner
- W C Cleaner
- Self supporting scaffolding, ladders suitable for two workers one no at each floor
- Wet and dry Vacuum cleaning – one at each floor
- Safety Belts, Helmets, Uniforms
- Wringer Bucket Trolley
- Jet Spray
- Any other equipment required related to above work.

Housekeeping Consumables:

Soft & Hard Broom

Cob - Web Duster

Floor & Glass Duster

Table & Computer Duster

Odonil Sticks / Naphthalene Balls

WC - Brush, Silvo /Brasso

Deodorized - detergent for mopping

R-1 to R-7 ("Diversey Taski" or equivalents.)

- Murphy Oil / Min Cream, Spray bottles, Buckets, Caddies, Garbage Box, Mugs, Dust Collectors, Odopic / Vim Powder. Round Mops, Kentucky Mops, Room Freshener, Mosquito repellent, liquid soap etc. (consumable items of Hindustan Lever Company / JD / Tasky).
- Garbage bags for dustbins
- Any other material required related to above work.

P&FMS will ensure that one small odonil stick & two naphthalene balls in all urinals and odonil fresheners in toilets / wash area, hand wash materials minimum 60 litres per month tissue rolls (200 gr. Weight- minimum 400 nos. per month and tissue rolls are available at any point of time). Special Attention is requested to note that in case of any deficiency in quantity or quality if observed

	<p><u>in consumable items bank will have the right to deduct even full amount of monthly payable / payment against said head.</u></p> <p>Rubber Cushion, Glass Wiper, Hand Brush, oversized sweeping Brush, Buffing & Scrubbing Pads & Carpet & Upholstery Shampoo liquids HLL Soap for the dispensers in all toilets, Tissue rolls (Total Toilet 28 nos.), also to be provided by the service provider. Items provided by the FMS will be verified by the concerned officer of Bank.</p> <p><u>Consumables for minor repair</u></p> <ul style="list-style-type: none"> ➤ Washers ➤ Teflon tape ➤ M seal ➤ Quick fix ➤ Dry cell for replacement in wall clocks , urinal sensors etc. ➤ Nails ➤ Screws ➤ Insulation tape etc. <p>Bank propose to provide Auto Sanitizers for urinals, Foam Soap Dispensers and Auto Air fresheners in all toilets through separate service provider. Refilling of consumables as per site requirement shall be the responsibility of FMS service provider. Till the time of installation of above equipment, material as listed out in the tender may be procured and supplied as per actual requirement at site.</p>
B.10	Scope of Work
	<p>The following activities will be under the scope of work of the service provider:</p> <p>The Bank has established a high quality, well specified comprehensive intelligent facility for its offices at Baroda Apex Academy, Gandhinagar, Gujarat. The Bank expects the P&FMS Contractor to take a “Single Point and Full Responsibility “of Manning and Maintenance of various services such as Electrical, Housekeeping, etc.</p> <p>Bank of Baroda will enter into separate Annual Maintenance and Comprehensive Contracts for all utility equipment’s like Air conditioning, UPS, firefighting equipment and other as per requirements etc. and P&FMS contractor will manage the same. The P&FMS Contractor shall take overall and single point responsibility of manning and maintaining all the services in the scope of work.</p> <p>All small repair costs shall be covered, wherever possible by the AMC contracts and repairs other than those covered by the maintenance contractors and those that could not have been foreseen at the time of the tender shall be reimbursed at cost by the Bank, subject to prior approval given by the Bank for these repairs.</p> <p>As single point responsibility, the P&FMS Contractor shall employ modern systems and services of international quality, integrating all functions necessary to support the daily operations ranging from housekeeping to high technical operations and maintenance by deploying competent, trained and experienced work force under a</p>

<p>well-structured system, using "Modern Management Techniques and well established / ISO certified standards and procedures".</p> <p>1). The single point responsibility shall cover:</p> <p>(a) Ground maintenance to keep good appearance, maintain clean / hygiene conditions at above mentioned floors, provide specialist maintenance of the same.</p> <p>(b) Services including cleaning of all common areas, interior areas of offices, toilets, AHU/Electrical rooms within office areas, cleaning floors, carpets, tables, TV, Display units, walls, columns, furniture, computers ,printers, all types office equipment, litter bins, internal glass etc. The housekeeping services shall also include cleaning of special architectural and decorative features and internal planting, toilets including wash areas, floors, mirrors, ceiling, ceiling tiles, walls, cubical partitions, internal glass cleaning ,light fittings, vertical blinds , wooden flooring, carpet shampooing ,ceiling grills and diffusers, sanitary wares, washbasin sanitary bins, soap dispensers, pantry facility, Watering of plants – indoor, Trimming and maintenance of vertical garden, Re shuffling of plants to give them sunlight once/ twice a week as required, Placing of pots as instructed by the department, Spraying of insecticides, Filling / refilling the soil manure in the pots, indoor plants, etc. and all the relevant articles.</p> <p>(c) Waste Management :Devise and implement waste management systems for removal of waste from office / common areas/ other designated areas to central collection Centre initially and final disposal outside as per local authorities guidelines. Necessary records should be maintained as a proof of carrying out the waste disposal.</p> <p>(d) Effective coordination with the following AMC contractors.</p> <ul style="list-style-type: none"> • AC units • UPS • Distribution Boards, Panels, Battery charger etc. • Fire fighting equipment • PA system • EPABX system • Video Conferencing system • LED light fixtures • CCTV etc and others if added <p>(e) Liasoning with all statutory / public bodies, ensuring/making timely payment of all dues and taxes etc. to these bodies, keeping all NOCs and permits duly validated at all times and taking prompt action to renew the same. No additional allowance will be paid to the agency for the same. P&FM Service Contractor has to identify one or two persons for delivering cheques/letters to BSNL/TATA TELE/ Other Service providers etc. To assist the Bank for preparing necessary registers/ records that to be maintained by the Bank and timely submission of the same to the Labour Office.</p>
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	<p>(f) Building maintenance (windows, internal faces of glasses, lobbies, WC areas and lighting systems).</p> <p>(g) Coordinating with AMC Contractor for Internal and external pest control services</p> <p>(h) Janitorial services</p> <p>(i) Liaise all public utilities authorities such as electricity / water service providers, fire authorities, electrical inspectorate etc. and also ensure prompt payment/ refund of utility bills.</p> <p>(j) Assist the Bank technically and administratively in the process of maintaining an asset register.</p> <p>(k) Assist the Bank in preparation of yearly operations budgets and maintain spares inventory.</p> <p>(l) Maintain the key register</p> <p>(m) Timely statutory payments/ delivering cheques, letters etc</p> <p>2) Place of Work and Visit to site</p> <p>Intending bidder shall visit the site and make him thoroughly acquainted with local site conditions, nature and requirement of works, facilities of transport condition, effective labour and material and removal of rubbish.</p> <p>3) Agreement:</p> <p>The successful contractor may be required to sign Agreement as may be drawn including all pre-bid minutes, any amendments to Tender documents resulting from the issue of addendum/corrigendum 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>4) Taxes and Duties:</p> <p>The tender must include in their tender prices quoted, for all duties, royalties and sales tax or any other taxes or local charges if applicable. No extra claim on this account will in any case be entertained. However, any increase or additional taxes levies by the Government or statutory authorities after the date of submission of tender will be borne by the Bank. GST As applicable will be paid by the bank as per central Govt. norms.</p> <p>5) Premises & Facility Management Services Contractor's Employees</p> <p>The Contractor shall employ technically qualified and competent supervisor for execution and supervision of the works. The Contractor shall comply with the provisions of all labour legislation including the requirements of</p>
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- (a) Payment of Wages Act
- (b) Minimum Wages Act (Higher value of wages out of the Central/State Minimum Wage Act shall be considered)
- (c) Employers' Liability Act, Including P. F. Act, Gratuity Act etc.
- (d) Workmen's compensation Act
- (e) Contract Labour (Regulation and Abolition) Act
- (f) Apprentices Act
- (g) Any other Act or enactment relating thereto and Rules and Regulations framed there under from time to time.

The Contractor shall indemnify, keep the Bank indemnified and saved harmless against claims if any of the workmen and all costs and expenses, penalties, prosecutions and punishments as may be incurred suffered or sustained by the Bank in connection with the any claim that may be made by any workmen.

6) Insurance

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

- The P&FMS Contractor shall indemnify and keep the Bank its servants or agents indemnified against claims, actions or proceedings bought or instituted against the Bank, its servants or agents by any of contractor's employees or any other third party in connection with relating to or arising out of the performance of the services under the Agreement. The third party insurance shall cover:

- (a) Personal Injury - Rs. 5.00 lacs**
- (b) Property Damage - Rs. 5.00 lacs**

7) Termination of Contract

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

8) Validity of Proposal

The proposals from the bidders shall be valid for a period of 180 days from the date of opening of technical Bid and the bidder shall not withdraw his proposal prior to the expiration of the validity period.

	<p>9) Compliance with all statutory requirements</p> <p>The Contractor shall comply with all statutory requirements prescribed by the local as well as central government authorities from time to time and submit a monthly report along with all the required proof of compliance to the Bank along with the monthly invoice. The contractor shall produce all the relevant statutory documents licenses and approvals for inspection by the Bank and the government authorities. Contractor shall assist the Bank for preparing necessary registers/ records that needs to be maintained by the Bank and timely submission of the same to the Labour Office or any other authority.</p> <p>The workers engaged by the agency for the P&FMS job shall be governed by the Central Labour rules and payment shall be made as per Minimum Wages Act (Higher value of wages out of the Central/State Minimum Wage Act shall be considered) which will be reviewed, as per the government gazette notification. Any subsequent change in the payment structure i.e. minimum wages, bonus, taxes, DA etc. required to be effected in accordance with the revision / change in the labour laws applicable to the employer/ employee shall be considered separately. The Contractor shall comply with the provisions of all labour legislation including the requirements of Payment of Wages Act.</p> <p>10) Emergency Telephone Numbers</p> <p>The Contractor shall provide an emergency telephone number for normal and out of hour's operations with a maximum of two hour response time during any breakdowns to essential utility services like cable/wire fault, burst water mains etc.</p> <p>11) Occupational Health and Safety</p> <p>With regards to occupational health and safety, the contractor shall adhere to the following:</p> <ol style="list-style-type: none"> I. Comply with applicable local regulatory requirements II. Comply with applicable Banks requirements specified in the contract and appendices III. Correct all health and safety non-compliances in a timely manner and where there is an immediate danger to health or life, to stop work immediately. IV. Be liable for liabilities arising due to non-compliance of contractor employees, agents or sub-contractors with applicable requirements. <p>12) Communication</p> <ol style="list-style-type: none"> i. Maintain a system for recording and reporting accidents/ illness occurring at Bank of Baroda premises of P&FMS Contractor 's labour or while doing work for Bank of Baroda ii. Ensure that contractor employees are trained and suitably qualified for the risks involved. iii. Implement a communication process with Bank of Baroda and contractor employees on equipment hazards, unsafe conditions or acts and actions
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	<p>required to prevent injury or damage to property and where necessary, to provide suitable and effective means of warning</p> <p>iv. Periodically report to Bank of Baroda on the performance of the safety management system, programs, violations of safe work practices and status of corrective plans.</p> <p>13) Safety Management</p> <p>i. Initiate and maintain safety management programs to protect contractor's employees from hazards through procedures, practices, and regular inspection of the work areas, materials, equipment, information and training necessary for safe work performance.</p> <p>ii. Maintain records including but not limited to contractor employees' training, hazard assessments, communications, permits, licenses and accidental investigations.</p> <p>iii. In instances, where such work is carried out, implement permit to work programs, including but not limited to hot work, cold work, and entry into confined spaces, work on fire suppression systems and work on high voltage and live electrical equipment.</p> <p>14) Disaster Recovery Plans</p> <p>The contractor shall annually provide and maintain Disaster Recovery Plans for all services, building systems, with the first plan completed at the end of the transition period. The steps should be detailed enough to facilitate the decision-making and significantly reduce the time needed to recover the services</p> <p>In cases, where a service is entirely provided by a single sub-contractor, the sub-contractor shall prepare the recovery plan for the said services and the contractor shall review it. The contractor shall be responsible to ensure that the plans are up to date at all times and shall present the recovery plan to Bank of Baroda once in six months. In the event of a disaster, e.g. severe water cuts, the contractor shall coordinate the execution of the disaster recovery plan to provide suitable drinking water. A copy of all Disaster Recovery Plans to be submitted to the Bank and one copy must be stored at site.</p> <p>15) Payment</p> <p>The Premises & Facility Management Services (P&FMS) bill shall be prepared by the contractor in the form prescribed by the Bank on monthly basis. The bill in proper form along with the necessary supporting documents and Bank statement showing credit of payment to employees account must be duly accompanied by details of work carried out in that month and must show deductions for all previous payments etc.</p> <p>16) SAFETY CODE</p> <p>(i) A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer of the Bank obtained prior to construction.</p>
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	<p>(ii) During any construction and project works all personnel of the contractor working within the plant / site shall be provided with safety helmets</p> <p>(iii) Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.</p>																																			
B.11	Special Instructions to the Bidder																																			
	<p>All rates and lump sum amounts, if any, shall be firm throughout the duration of the contract and no influences shall be permitted for any changes in any of P&FMS costs or inclusions due to any reasons such as currency variations, material, transport and price fluctuations or any other reason unless expressly provided for elsewhere in this Agreement.</p> <p>P&FMS bidder can quote the rate accordingly as we have asked the rate on yearly basis Please note that this contract is lump sum contract and payment shall be released based on the performance parameters given below; In order to ensure the continued performance of the service provider against the service specification a score sheet will be completed once in a month by the organization (Bank) so as to arrive at an agreed rating system for each facility to be provided by serviced provider.</p> <p>The rating system will be applied to a performance related payment table that would reward the service provider for exceeding the specification as well as penalize for not meeting the specification. Role and responsibilities of Facility Management Services (FMS) has been clearly defined in this tender document.</p> <p>Please note that in addition to regular observation of performance of service provider, detailed checking / inspection will also be carried out by the committee of minimum two officials of our department, one official of Bank along with Manager (appointed by service provider at work place as per tender terms) to finalize the scoring system looking to short coming / deficiencies / accuracy (if any) and accordingly monthly payment will be calculated: Example of scoring is mentioned below;</p> <table border="1"> <thead> <tr> <th>SR. NO.</th> <th>SERVICE CRITERIA</th> <th>Maximum Marks for specific service</th> <th>Marks obtained *</th> <th>Remark Good Satisfactory Not up to mark</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>House Keeping</td> <td>20</td> <td></td> <td></td> </tr> <tr> <td>2</td> <td>Consumables/Machinery</td> <td>20</td> <td></td> <td></td> </tr> <tr> <td>3</td> <td>Electrical Maintenance</td> <td>20</td> <td></td> <td></td> </tr> <tr> <td>4</td> <td>Pest control</td> <td>20</td> <td></td> <td></td> </tr> <tr> <td>5</td> <td>Discipline, Punctuality and Staff dress code</td> <td>20</td> <td></td> <td></td> </tr> <tr> <td></td> <td>TOTAL</td> <td>100</td> <td></td> <td></td> </tr> </tbody> </table> <ul style="list-style-type: none"> Following system will be followed for payment in respected P&FMS service; 	SR. NO.	SERVICE CRITERIA	Maximum Marks for specific service	Marks obtained *	Remark Good Satisfactory Not up to mark	1	House Keeping	20			2	Consumables/Machinery	20			3	Electrical Maintenance	20			4	Pest control	20			5	Discipline, Punctuality and Staff dress code	20				TOTAL	100		
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Scoring	Rating	Proposed deduction
	85%-100%	Nil deduction
	80%-84%	2% of total monthly payment
	70%-79%	5% of total monthly payment
	65%-69%	10% of total monthly payment
	60%-64%	20% of total monthly payment
<p>Submission of compliance reports executing satisfactory services for housekeeping of common area, toilets, pantry, office area such as mopping, cleaning, putting all the consumable items in place as per contract terms.</p> <ol style="list-style-type: none"> 1. Attending all the maintenance issues pointed out in the departments. 2. Up keep of all the internal building and open surfaces including jet cleaning of all hot surfaces, regular watering of plants, removal of damaged leaves, branches, etc., putting manure as per contract terms and other routine gardening work. Cleaning of all the lights, conducting, switch board, firefighting equipment, ventilation, fan, etc. including servicing as per the manufacturers specifications, cleaning repairing work including removal of dirt, dust, switching on /off the light fixtures, AC units, water system, plumbing, carpentry, LT Panels, distribution boards etc.. 3. Calling AMC agency periodically as per their AMC contract and timely renewal of their service contract. 4. Maintaining inventory of consumable items, and submitting monthly report along with bill. 5. The Bank will enter into Annual Maintenance Contracts for certain services and If any point of time it is observed that P&FMS contractor has not followed up for any discrepancies / shortfall with Service provider (under Annual Maintenance contract) deduction @ 5% per activity shall be affected . <p>Service providers are supposed to take all the possible action to achieve 100% efficiency in the Facility Management Services in totality strictly in terms of contract and maintaining the desired quality as per above accepted by the Bank within the time limit given in the tender.</p> <p>Requirement of no. of staff and labour deployment shall be assessed by the service providers looking into the task he has to perform under the FMS. Hence any point of time no such deficiency should be observed.</p> <ol style="list-style-type: none"> 6. This Bank premises is a training center having movement of participants for 24 hours. Office area shall be having day time office hours. No extra payment will be given for working beyond these hours or on Sundays and Holidays if P&FMS Contractor desires so for meeting the targets as per the terms of contract. No extra claim for payment shall be entertained for working beyond these hours or on Sundays and Holidays if P&FMS Contractor desires so for meeting the targets as per the terms of contract. Housemen required on Sundays and holidays for departments working on that day. 		

	<ol style="list-style-type: none"> 1. P&FM Service Contractor has to arrange for engaging their workers on Holidays and Sundays if so desired by the Bank. No compensatory off/ extra payment to this effect will be entertained. <u>Services required/ requested on Sundays/ holidays will not exceed 26 days in a year.</u> 2. Should any new areas of work transpire which Bank considers are not envisaged as being part of this tender, the prices for the new scope of work shall be mutually agreed between the Bank and P&FM Service Contractor based on actual rate analysis on established norms . In the event of non-Agreement of the rates, the Bank reserves the right to get the same executed through any other agency so appointed for. 3. The Bank will directly enter into Annual comprehensive Maintenance Contracts (AMCs) for certain services such as A/C units, water coolers, water purifiers , kitchen equipment's, LT Panels, UPS, EPABX etc. and attach these contractors to the P&FM Service Contractor for management and for certification of bills etc. 4. F&PMS agency shall provide one computer with printer, for keeping / maintaining all complaints received from our various departments, sending daily, weekly, monthly, quarterly, annual reports. F&PMS contractor will maintain the same with their action taken report which will be checked by our department at any point of time. 5. The Bank will make all payments to the P&FM Service Contractor for services rendered satisfactorily on monthly basis in accordance to the relevant clause of conditions of contract.
	<ul style="list-style-type: none"> - Standards and Procedures: The Contractors should have well established and certified standards / procedures for all the services rendered. A set of formats and standard operating procedures (SOP's) for all the proposed services to be submitted along with this offer. - Organization Chart : The Contractors to submit the latest Organization Chart along with details of technical and non- technical staff employed by him/them. <p>Particular Attention:</p> <p>Applicants shall be disqualified at any stage at their risk and cost if they are found to have "Made untrue or false representation in the forms, statements and attachments submitted in proof of qualification and requirements".</p>

B.12	<u>Brief Description of the building :</u>		
Bank of Baroda is having its Training Center- Baroda Apex Academy at Gandhinagar. The details of the Building are as under:			
Sr. No.	Floor	Floor Area [in sq. mts] (Approx)	Present Utilization
1	Basement	50	Fire safety Room
2	Ground	2331	Auditorium, Reception, Passage, Parking and surrounding Area, Security cabin, Electrical panel room, Duct area -2- nos.
3	First	751	Gymnasium, Library, CCTV Room, Baroda Radio recording studio, Heritage Gallery, Passage, Common toilets -2- no's (for Gents and Ladies)
4	Second	551.24	3 sharing hostel rooms with attached toilets -5- no's, Common toilets -2- no's (for Gents and Ladies), Passage, toilet for handicapped persons. and Canteen area
5	Third	744.24	3 sharing hostel rooms with attached toilets -16- no's, 2 sharing hostel rooms with attached toilets -2- no's, Passage, Electric room and water cooler room
6	Fourth	744.24	3 sharing hostel rooms with attached toilets -16- no's, 2 sharing hostel rooms with attached toilets -2- no's, Passage, Electric room and water cooler room, Store room
7	Fifth	744.24	3 sharing hostel rooms with attached toilets -16- no's, 2 sharing hostel rooms with attached toilets -2- no's, Passage, Electric room and water cooler room, Store room
8	Sixth	744.24	Class rooms -4- no's, Faculty cubical -9- no's, Head, Apex Academy office -1- no, Deputy Gen. Manager's office, Doctor's room, Pantry room -1- no, Passage, Xerox room -1- no, common toilets -2- no's (for Gents and Ladies)
9	Seventh	744.24	Class room and conference room, Faculty cabins -10- no's, AGM cabins -4- no's, Admin sitting area for 12 persons, Meeting room -1- no, store room,

			Daftary room, Pantry room, Passage, common toilets -2- no's (for Gents and Ladies)
10	Terrace	744.24	Open area, lift cabin, AC outdoor unit area
Total		8148.68	

GENERAL CONDITIONS

1. The service provider will carry out the cleaning and other connected operations at daily/weekly/monthly frequencies as enumerated in IMPORTANT NOTES TO TENDERER" by using high standard cleaning materials of approved quality and make.

Sr. No	Nature of Work	Method	*Frequency
1	Sweeping, mopping and vacuum cleaning of all floors, vitrified tiles, floor tiles, inside area having work stations, cabins, store rooms, toilets, executive cabins, reception lobby, board room, UPS, Data network room, etc (excluding common areas such as lift lobby, staircase as it comes under the maintenance of the building)	Dry & Wet	Daily or as per requirement, required to be completed in the morning by 9.00 a.m. Also as and when required during day time
2	Thorough Cleaning and sanitization of all toilets including floors, urinals, wash basins, sanitary fittings and wares. (Ladies toilet should be cleaned by female personnel only). Continuous replenishment of toiletries such as hand wash liquid soap, paper rolls, Odonil Sticks / Naphthalene Balls etc.	Dry & Wet – with good quality of detergents and disinfectants, toilet cleaners etc.	Daily – Regular Intervals of every two hours
3	Dusting instruments, windows, glasses, mirrors, glass doors, glass windows, all vertical / horizontal surfaces and doors, venetian blinds, glasses / flasks kept in executive cabins, meeting rooms, water purifiers, photo frames, carpet, Cleaning of tables, chairs, other furniture& fixtures,	Dry & vacuum	Daily – to be completed before 9.00 a.m.

	cupboards, cabinets, wooden & steel rack, telephones, computers, printers, scanners, any other equipment and machineries, etc.		
4	Emptying all waste paper baskets, from the premises and washing or wiping them clean. Collection and deposition of waste from waste paper basket and disposing outside at approved locations.		Daily – to be completed before 9.00 a.m.
5	Removing of cobwebs, cleaning of false ceiling, walls and roofs	Dry	weekly
6	Vacuum Cleaning of curtains, venetian blinds, sofas etc.	Vacuum clean	Twice in week - to be completed before 9.00 a.m.
7	Sweeping & cleaning of Canteen, Kitchen & Pantry areas	Dry & Wet	Daily – continuous throughout day
8	Mechanical washing and scrubbing of all floor areas including that of toilets etc.	With detergent, dust removing chemicals, wax polishing of the floor area.	Weekly
9	Facade cleaning of the building (Inside only)	Wet	Weekly
10	Cleaning of electrical Switch Plates, Fans, AC grills, Light fittings,	Thinner/ Dry	Weekly
11	Cleaning of fabric, leather etc.	Dry & Wet	Weekly
12	Cleaning of all painted wall including passage, toilet etc.	Dry & vacuum	Weekly
13	Checking and removal of all choke up of drainage system for smooth drain out of all toilets, pantry, etc. throughout the day	Wet	Daily
14	Spraying of room perfumes/air fresheners in the executive cabins, work areas, toilets, cabins, etc		Daily Morning, Also, as and when required during day time

15	Sweeping/ Cleaning of Air Handling Unit (AHU) Rooms, Electrical Panel rooms, Server rooms, Network rooms, record rooms etc and removing dust with Vacuum Cleaners.	Dry / Standard	Weekly
16	Keeping all surfaces free of grime, soap mud and smudges at any point of time.	As per requirement	Continuous
17	Up keeping / maintenance of office including meeting rooms, cabins, toilets, stores, etc in clean and well-dressed position. Control / monitor operations of AC's, lights any other equipment's for idle utilization and energy saving aspect.		Daily
18	Segregation of dry and wet garbage and dumping them outside at approved locations.		On daily basis.
19	The Electricians shall take care of all house keeping services, electrical, electromechanical equipment, AC panels etc. Maintaining control of Lights, AC's, etc such as switch off/ on of lights and AC's when not in use of not required.		On daily basis
20	Watering of plants – indoor, Trimming and maintenance of vertical garden, Re shuffling of plants to give them sunlight once/ twice a week as required, Placing of pots as instructed by the department, Spraying of insecticides, Filling / refilling the soil manure in the pots, indoor plants, etc. and all the relevant horticulture articles.		Daily
22	Deep Cleaning of Carpets with shampoo	Dry & Wet	Monthly
23	Electricians has to check AC units are operating as per standards and clean the AC filters		Fortnightly or as per requirement

2. **Subletting the Work** – The service provider shall not directly or indirectly sublet the work to other party without prior written permission of the Bank. **However, he may be required to depute specialized agencies for a particular work, approval of which may be sought from the Bank before appointing.** It shall be entirely service provider's responsibility to pay such agencies in time without any implication on the work.

2. Compliant with all statutory Requirements –

- a) The contractor shall be responsible for assigning duties to personnel deployed, Payment of Minimum Wages, ESI, Provident fund, Bonus, Group Linked Insurance Scheme etc. as per relevant laws of the land and the compensation Act or any other benefits to the staff employed by the contractor. The Bank shall not be responsible for nonpayment of any of the amounts to the staff of the House Keeping Agency on account of statutory Provisions applicable and in the event.
- b) The contractor shall comply with all the statutory requirements as may be applicable now and as amended from time to time which includes compliance with the employees state insurance Act 1948, Employees Provident Fund Act 1952, Payment of Bonus Act, Payment of Gratuity Act, Payment of Wages Act, Payment of Minimum Wages Act and as per notification. Bank will conduct Periodical inspection to ensure compliance of various statutory requirements. As and when there is requirement, by the Law enforcement authority they should produce all relevant documents for Inspection & Audit Purpose. Any variation in the minimum wages including any revision in the dearness allowances payable from time to time as announced by the State Government shall be paid by the Bank. The service provider shall maintain register/records as required under the aforesaid statutes and produce the same as and when required to do so by the Bank.
- c) The contractor shall comply with all applicable laws, ordinance, rules and regulations in respect of this contract and the employment of the workers by the agency shall pay its own cost all the charges in connection therewith.
- d) The contractor shall be governed by the provisions of the contract Labour (Regulation and Abolition) Act 1970 and shall obtain the contract Labour License as required from the Labour Commissioner's Office within 15 days from the date of issue of Work order.
- e) **The contractor shall renew the Contract Labour License from time to time and submit a copy of the same to Bank. In the event of the service provider not securing the Contract Labour License 15 days from the date of issue of work order or in the event of the service provider not renewing the license, it shall be open to the Bank to 'terminate the agreement forthwith, without being required to give any advance notice of such termination. The Service Provider shall also be responsible for payment of penalty, if any imposed in this regard by the Labour Authorities.**

3. **Protection of Material and Work-** The contractor shall be responsible for storing and watching his own material and protecting the work at his own cost. The Service Provider and his workers are allowed to use service lift only. All material would be taken in service lifts only, under no circumstances guest lift would be used by the workers. Failing to comply with would result in levying of penalty on service provider which would be as demanded by the Building Authorities. Any damage/ spoiling of lift / floor caused by them will have to be made good by the contractor at his own expenses.

4. **Cleaning During the Work** - Cleaning work should be **completed before 9.00 A.M.** on working days or otherwise instructed. After cleaning / moping etc. work is completed the site should be neat and tidy. No cleaning material should be left in and around the floor.

5. **Keeping of Cleaning Material / Brooms etc.** – The material required for keeping cleaning material should be kept in stores provided be the Bank. The material in any case should

not lie on the floor / room / toilets/ or electrical panel switchboards on any floor, otherwise strict action will be initiated including laying of penalty.

6. **Quality of Work** - All work shall be carried out in a professional manner to the entire satisfaction of the Bank. If at any point of time, it is observed that the service provider is not carrying out the work with due diligence, care and in lagging behind the schedule and / or services provided are not satisfactory, the Bank reserves the right to terminate contract with 30 days' notice. In case of such termination the security deposit held by the Bank will be forfeited.
7. **Supervision-** Supervisory staff should be at least graduate or diploma holder with minimum 3 years' experience in (Electrical, Air Conditioning, housekeeping etc.) and should be well versed with operation of firefighting equipment. Supervisory staff should be available daily at the site at least during the working hours of the Bank and shall be responsible for the entire work on the floor as per the scope of work. The Supervisor would maintain a register on every floor and confirm in writing in the said register that work has been done satisfactorily. The register will be checked by the officials of the Bank and if the register is found incomplete the Bank may impose penalty on the service provider, as it may deem fit. The Supervisor will be responsible for the conduct of workers and act on all instructions issued by the Bank.
8. **Safety-** The contractor shall carry out the entire work in a workman like manner having full regard for the safety of the men working at the site. All safe practices shall be strictly adhered to by the workman of the service provider like wearing helmets, safety belts, when working at heights, gloves when handling sharp objects and reinforcement etc. The service provider shall protect sides of opening in floor slabs, edges of slab, stair, stairwells etc. with barricade, warning signs / lights and educate all workman regarding following Safe working practices. **He shall provide first aid boxes at site.** In spite of following all safety measure, in case of any unfortunate accident, the service provider shall indemnify the employer against any expenses or claims towards treatment of Compensation.
9. **Payment for Service Provider-** The contractor will be paid on monthly basis for services provided during the preceding month for which the bill will be submitted for the agreed amount latest by 7th of the following month and it will be settled by the Bank within 15 working days after deducting TDS, taxes etc.
10. **Manpower / Staff –**
 - a) The contractor shall always deploy experienced staff at the site. Necessary training should be given to them before posting them at the site, shall also comply with the provisions of all labour legislations in force which inter alia includes payment to staff as per Min Wages Act. Receipt of any complaint on this ground shall be viewed seriously. No additional payment shall be made, if service provider keeps more staff at site for completing the pending work or if the minimum staff strength is not able to perform satisfactorily as per contract provision.
 - b) The workers / staff employed should wear color code uniforms, pants, shirt, shoes, cap, gloves, safety shoes and safety belt where ever it is required for male and suit / saris, aprons, cap, safety gloves etc. for lady staff. Any indecent behavior / suspicious activities of the Staff employed shall be viewed seriously and a suitable action and /or penalty shall be levied on the service provider. The contractor has to submit the list of workers with photo ID, education qualification, address proof etc. and before deploying them police verification report of the staff.

- c) The contractor shall be solely responsible for the credentials / acts of the staff. If any of the service provider's staff found misbehaving with employees of the Bank, other staff of service provider, visitor or any person, the service provider shall terminate the services of such person(s) immediately.
 - d) The contractor is required to submit daily labour report duly signed by the officer in-charge of the Bank.
 - e) The contractor is required to make timely payment to his staff including various statutory authorities and submit a copy of the same every month to the Bank.
 - f) All persons engaged by the contractor for carrying out the work would be service provider's employees for all purposes and regular and full payment to the employees will be made. No liability / responsibility whatsoever on account of persons engaged by the service provider is attributable to the Bank.
 - g) The contractor will give an undertaking that they have necessary license and are registered under the Labour Welfare Legislation and they duly and promptly are complying with the provision pertaining to Employees Provident Fund Act, Employees State Insurance Act, Minimum Wages Act and such other legislation.
 - h) The Bank shall not be responsible for injury or loss of life occurring during the performance of duties in the Bank's premises to any personnel deployed by the P&FM service provider. Any compensation or expenditure towards treatment for such injury or loss of life shall be borne by the contractor.
 - i) Contractor and his personnel shall co-operate with the security agencies deployed in the campus along with other agencies and shall be thoroughly checked every time they leave the premises by the security personnel at the main gate.
 - j) The contractor shall not engage any person who is below 18 years of age.
 - k) The P&FMS employees should be available to carry out work during 7.00AM to 11.00PM including Lunch break of one hour and on Sunday and Bank's holidays as and when required or as per the schedule given by Bank time to time.
 - l) The staff of contractor shall be liable for security search during the course of work and at the time of leaving the premises.
 - m) All employees should be provided Identity Card by the service provider.
- 11.** The contractor has to bear the cost of all the stationary, mobile bills of his employees etc. required for proper execution, submission of reports, computer, printer, cartridges and maintenance of record for the work. If found using BOB's materials, Bank may recover an appropriate amount from the contractor's bills.
- 12. Compensation towards non-attentiveness / delay** - Service provider shall maintain proper Record Register indicating reasons for not attending to any particular complaint within time schedule, failing which appropriate compensation shall be recoverable. The expected period of completion of the various items of work and the amount of deduction beyond that period for pending complaints will be as under.

Name of work	Time of completion from the date and time of complaints	Penalty for delay
Cleaning	Within two hours	Rs. 100/- per hour
Attending and rectifying complaints	One day	Rs. 200/- per day

Complaint will be mailed to official mail of tenderer and is valid communication in this respect.

It is, therefore, essential that Service Provider should maintain a sufficient stock of frequently used materials at site and keep proper inventory / records. Levy of compensation as above shall not absolve the contractor from his responsibilities. Electrician and Supervisor's responsibility is to communicate any unsafe condition/necessary work/defect promptly to Bank.

Further, a sum of Rs. 200/- (Minimum) per incidence shall also be charged as penalty towards non completion of the routine activities indicated in the scope of work. Assistant General Manager/ DGM/ Head/ CLO shall be the final authority for decision in such matters.

13. **Emergency Works** – It shall be the service provider's responsibility to attend to emergency works in time. No extra payment will be made for working at odd hours/ emergency work.
14. Under no circumstances charges for scaffolding, centering, shuttering, curing will be paid extra for any works related to maintenance, repair, replacement, etc. by the Bank.
15. The Bank further reserves right to delete or reduce any item or sanction of the bill before effecting payment in case any complaints regarding quality of services/ inefficient services, non-adherence to agreed quality.
16. In case the service provider fails to fulfill his obligations for any day or any number of days to the satisfaction of the bank for any reason whatsoever, he shall pay by way of compensation of liquidated damages as quantified by the bank for the entire number of such days and the Bank shall without prejudice to their Rights and remedies including the termination of the contract, be entitled to deduct such damages from the money, if any, payable by them to the service provider.
17. **Indemnity:-** the contractor shall keep Bank indemnified against claims, if any of the workmen and all costs and expenses as may be incurred by the Bank in connection with any claim that may be any workmen. **The Contractor shall also execute an indemnity bond in favor of Bank, in the approved format in this regard.**
18. The Bank shall have right to conduct audits by its internal / external auditors or by agents appointed to act on its behalf and the copies of the audit report will be furnished to Bank from time to time.
19. Legal issue, if any, will strictly be under the jurisdiction of courts in Gandhinagar only.

SECTION D

BIDDER'S PROFILE:

All the supporting Documents are required to be seal and signed by the bidder and shall be uploaded along with tender. 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.**

Basic Information			
	Description	Bidders response	Documents required
1	Name of the Bidder/Organization	Enter Name of the Bidder/Organization	
2	Full address of the Registered office	Enter full address with pin code	Submit Supporting Document
3	Full address of the Local office (if any)	Enter full address with pin code	Submit Supporting Document
4	Contact no.	Enter mobile and landline no.	
5	Email id	Enter your official email id	
6	Year of Establishment	Enter year of establishment	Submit supporting document
7	Type of Organization(Whether sole proprietorship, Partnership, Private Ltd. of Ltd Co.	Enter type of organization	Submit supporting document
8	Name of the Proprietor / Partners /Directors of the Organization / Firm	Enter details	Submit supporting document
9	Name of the person who has power of attorney or Authorized signatory		
10	Avg. Annual Turnover, in last 3 years (Up to 2023) More than Rs 12 lacs.		
	2020-21	Enter turnover for Financial year 2020-21	Submit supporting document
	2021-22	Enter turnover for Financial year 2021-22	Submit supporting document

	2022-23	Enter turnover for Financial year 2022-23	Submit supporting document
11	Net Profit/Loss Made by bidder in last three years		
	2020-21	Enter Profit/Loss Made	Submit supporting document
	2021-22	Enter Profit/Loss Made	Submit supporting document
	2022-23	Enter Profit/Loss Made	Submit supporting document
11	Account no., Bank name, NEFT Details, Address of the Bank, Branch Name, IFSC Code and MICR code		Submit supporting document
12	Furnish the name and full address, email addresses, contact number of clients who will be in a position to certify about the quality as well as past performance of your organization.		
11	Completion of commercial bldg., institutional bldg., area not less than 3000 sq.ft.,(During last 7 years)		
a	Complete address of the site	Enter Complete address of the site	Submit supporting document
b	Address of office from where completion certificate is issued	Enter Address of office from where completion certificate is issued	
c	Contact number	Enter mobile and landline number	
d	email id	Enter email id	
e	Designation of signatory of completion certificate	Enter Designation of signatory of completion certificate	
f	Area of the building	Enter Area	
g	Total amount of work done	Enter total amount of work done	
h	Date of completion	Enter Date of completion	
i	Completion certificate issuance date	Enter Completion certificate issuance date	
j	Scope of work	Enter Scope of work	Submit work order

13	No. of years of experience in the field		Submit supporting document
15	GST No.	Enter GST No.	Submit document
16	PAN No.	Enter PAN No.	Submit document
17	Single point contact from bidder		
	Name	Enter name	
	Contact no.	Enter mobile & landline no.	
	email id	Enter email id	
18	Enter EMD transaction details/UTR no. with date		Submit supporting document
18	Whether any Civil Suit / litigation arisen in contracts executed / being executed during the last 10 years. If yes, please furnish the name of the project, employer, Nature of work, Contract value, work order and brief details of litigation. Give name of court, place, status of pending litigation.(Attach separate sheet if required)	Enter details if any	Submit documents if yes
19	Information relating to whether any litigation is pending before any Arbitrator for adjudication of any litigation or else any litigation was disposed of during the last ten years by an arbitrator. If so, the details of such litigation are required to be submitted	Enter details if any	
20	References with Address & Telephone Numbers of two persons, Email (top officials of an organization) for whom you have executed similar works, who may be directly contacted by the Bank about the ability, competence or capability of your organization.	Enter details	

SECTION E

ELIGIBILITY CRITERIA:

All the supporting Documents are required to be seal and signed by the bidder. 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.**

Prequalification Criteria for Bidder who is submitting the bid			
	Prequalification Criteria	Bidders Response	Documents Required
D.1	Bidder should have made net profits during last three financial years. (2020-21, 2021-22, 2022-23).	(Mention Yes/No.) in	Submit last three years audited financial statements
D.2	Bidder Average Annual turnover of the company of last three years should not be less than Rs 12.00 Lakhs.	Average Annual turnover of the company of last three years:	Submit last three years audited financial statements
D.3	Bidder must be an Indian firm company/organization registered under Companies Act	(Mention Yes/No.) in	Submit Certificate of incorporation issued by Registrar of Companies
D.4	The bidder (s) in their own name should have satisfactorily executed the work for P& FMS in Govt. & Public / Private Sector Organizations during last seven (7) years (up to 30.06.2023).	(Mention Yes/No.) in	Submit Work completion certificate.
D.5	The applicants should have executed at least one of similar nature i.e. facility management services in commercial building having minimum area of 3000 Sq. ft.	(Mention Yes/No.) in	Submit supporting document

D.6	<p>Bidder in their own name should have satisfactorily executed the work of similar nature in Semi Govt. /Govt. & Public / Private Sector Organizations during last seven (7) years (up to 30.06.2023)</p> <p>*Three completed works of similar nature each costing not less than Rs 16 lacs</p> <p>OR</p> <p>*Two completed works of similar nature each costing not less than Rs 20 lacs</p> <p>OR</p> <p>*One completed works of similar nature costing not less than Rs 32 lacs</p>		
a	Three completed works of similar nature costing not less than Rs 16 lacs		
a.1	Complete address of the site	Enter Complete address of the site	Submit completion certificate
	Address of office from where completion certificate is issued	Enter Address of office from where completion certificate is issued	
	Contact number	Enter mobile and landline number	
	email id	Enter email id	
	Designation of signatory of completion certificate	Enter Designation of signatory of completion certificate	
	Area of the premises	Enter Area	
	Total amount of work done	Enter amount of work done	
	Date of completion of work	Enter Date of completion of work	

	Completion certificate issuance date	Enter Completion certificate issuance date	
	Scope of work	Enter Scope of work	Submit supporting document
a.2	Complete address of the site	Enter Complete address of the site	Submit completion certificate
	Address of office from where completion certificate is issued	Enter Address of office from where completion certificate is issued	
	Contact number	Enter mobile and landline number	
	email id	Enter email id	
	Designation of signatory of completion certificate	Enter Designation of signatory of completion certificate	
	Area of the premises	Enter Area	
	Total amount of work done	Enter Total amount of work done	
	Date of completion of work	Enter Date of completion of work	
	Completion certificate issuance date	Enter Completion certificate issuance date	
	Scope of work	Enter Scope of work	Submit supporting document
a.3	Complete address of the Project	Enter Complete address of the Project	Submit completion certificate
	Address of office from where completion certificate is issued	Enter Address of office from where completion certificate is issued	
	Contact number	Enter mobile and landline number	
	email id	Enter email id	
	Designation of signatory of completion certificate	Enter Designation of signatory of completion certificate	
	Area of the premises	Enter Area	

	Total amount of work done	Enter Total amount of work done	
	Date of completion of work	Enter Date of completion of work	
	Completion certificate issuance date	Enter Completion certificate issuance date	
	Completion certificate issuance date	Enter Scope of work	
	Scope of work		Submit supporting document
b	Two completed works of similar nature each costing not less than Rs 20 lacs		
b.1	Complete address of the Site	Enter Complete address of the Project	Submit completion certificate
	Address of office from where completion certificate is issued	Enter Address of office from where completion certificate is issued	
	Contact number	Enter mobile and landline number	
	email id	Enter email id	
	Designation of signatory of completion certificate	Enter Designation of signatory of completion certificate	
	Area of the premises	Enter Area	
	Total amount of work done	Enter Total amount of work done	
	Date of completion of work	Enter Date of completion of work	
	Completion certificate issuance date	Enter Completion certificate issuance date	
	Scope of work	Enter Scope of work	Submit supporting document
b.2	Complete address of the Site	Enter Complete address of the Project	Submit completion certificate
	Address of office from where completion certificate is issued	Enter Address of office from where completion	

		certificate is issued	
	Contact number	Enter mobile and landline number	
	email id	Enter email id	
	Designation of signatory of completion certificate	Enter Designation of signatory of completion certificate	
	Area of the building	Enter Area	
	Total amount of work done	Enter Total amount of work done	
	Date of completion of work	Enter Date of completion of work	
	Completion certificate issuance date	Enter Completion certificate issuance date	
	Scope of work	Enter Scope of work	Submit work order
c	One completed work of similar nature costing not less than Rs 32 lacs		
c.1	Complete address of the site	Enter Complete address of the Project	Submit completion certificate
	Address of office from where completion certificate is issued	Enter Address of office from where completion certificate is issued	
	Contact number	Enter mobile and landline number	
	email id	Enter email id	
	Designation of signatory of completion certificate	Enter Designation of signatory of completion certificate	
	Area of the building	Enter Area	
	Total amount of work done	Enter Total amount of work done	
	Date of completion of project	Enter Date of completion of project	
	Completion certificate issuance date	Enter Completion certificate issuance date	

	Scope of work	Enter Scope of work	Submit supporting document
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***Each site shall be treated as one work**

“works of similar nature” means manning and maintenance of various services (as mentioned in tender) such as housekeeping, electrical including LT/HT Panel, air conditioning, electromechanical equipment, firefighting, sanitation, pest control etc. in commercial building/premises.

SECTION: F

TERMS & CONDITIONS

E.1 General Terms & Conditions

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

E.2 Earnest Money Deposit (EMD)

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.

E.3 Initial Security Deposit

An amount equivalent to 2% of the accepted tender value shall be deposited by the successful bidder towards the Initial security deposit after adjusting the EMD amount. Thus, the contractor has to submit the difference amount only.

The security deposit will be refunded by the bank after the expiry of the contract without any interest. Amount of Security Deposit will be rounded off to the nearest thousand.

Bank Guarantee in lieu of Security Deposit is also acceptable.

E.4 The performance Bank Guarantee (BG) shall be 5% of contract value per year as security deposit has to be submitted by the contractor. No charges shall be payable on this account. The BG should be in the format approved by the Bank and should be kept valid for a period of 13 **months** with a claim period of 6 months. No payment shall be released till the BG is submitted. The Bank Guarantee (BG) shall be encashed and security deposit shall be forfeited in case contractor fails to perform his duties satisfactorily.

E.5 Authorized Signatory

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

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

E.6 Bank of Baroda reserves the right to

- 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.7 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.8 General Rules and Instructions for Guidance of Bidder:

The contract period will be for one year from the date of written order to commence work.

1. The Bank is not liable to pay any interest on the earnest money. The earnest money of the unsuccessful bidder will be refunded without any interest only after the decision to award the work is taken or after the expiry of the validity period of the tender whichever is later.
2. The acceptance of the tender will rest with Bank of Baroda, which does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all of the tenders received / cancel the tender process at any stage without assigning any reason thereof. All tenders in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected.
3. The Bank reserves the right to waive or change any formalities, irregularities, or inconsistencies in proposal delivery and/or to negotiate any aspect of proposal with any bidder and negotiate with more than one bidder at a time.
4. The Bank reserves to itself the right of accepting the whole or part tender and the bidder shall be bound to perform the same at the rate quoted.
5. All taxes including the sales tax or any other tax on material or finished works like service tax, work's contract tax, turn over tax, etc. prevailing at the time of tender in respect of this contract shall be payable by the P&FM Service Contractor and the Bank will not entertain any claim whatsoever in this respect.
6. The tender for works shall remain open for acceptance for a period of 180 days from the date of opening of Price Bid of the bidders. If any bidder withdraws his tender

before the said period or refuses to execute the documents on its selection, the Bank shall be at liberty to forfeit Earnest Money paid along with the tender.

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

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

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

10. **CONTRACTOR TO INFORM HIMSELF FULLY:** The Contractor (P& FMS) shall be deemed to have carefully examined the work and site conditions including labour, the general and special conditions, the job requirements, schedules of equipment 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.

In all cases of omissions and / or doubts or discrepancies in any item or job requirement, a reference shall be made to the Asst. General Manager, whose elucidation, elaboration or decision shall be considered as authentic. 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 P&FM Services Contractor or any of their employees / officers / staff / personnel / representatives / agents shall not, under any circumstances, be deemed to have any employer-employee relationship with the Bank or any of its employees / officers / staff / representatives / personnel / agents.

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 Service 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.9 Disqualification

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

E.10 Arbitration

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

E.11 Indemnity

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

E.12 No Commitment to Accept Lowest or Any Tender

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

The Bank reserves the right to make any changes in the terms and condition of the Tender.L1 means lowest quoted tender. The Bank will not be obliged to meet and have discussions with any bidder and/or to listen to any representations.

E.13 Subcontracting

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

E.14 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 Gandhinagar.

3. Dispute Resolution

The selected Bidder and bank shall endeavor their best to amicably settle all disputes arising out of or in connection with the contract in the following manner:

- A. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- B. 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.
- C. In case any dispute between the Parties, is not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by

arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Gandhinagar and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

- D. The “Arbitration Notice” should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing.
- E. The arbitrators shall hold their sittings at Gandhinagar. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Gandhinagar alone shall have the jurisdiction in respect of all matters connected with the contract. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.
- F. The selected Bidder shall not be entitled to suspend the Services or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Services in accordance with the provisions of the contract/agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

4. **Termination for Default**

The Bank, without prejudice to any other remedy for breach of contract, by written notice of default sent to the selected 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 Selected Bidder shall be liable to the Bank for any excess costs for such similar services.

5 **Confidentiality**

This document contains information confidential and proprietary to the Bank. Additionally, the selected Bidder shall be exposed by virtue of the contracted activities to the internal business information of the Bank. Disclosures of receipt of this tender 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, premature termination of the contract, and / or legal action against the selected Bidder 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 tender document, of the proposal and/or contract, or any specification, plan, drawing, pattern, sample or information furnished by the Bank (including the users), in connection therewith to any person other than a person employed by the selected bidder in the performance of the proposal and/or contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. The employees or the third party engaged by the bidder shall maintain strict confidentiality.

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

6. Authorized Signatory

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

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

7. Subcontracting

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

8. Single Point Of Contact & Direct Support

The bank intends the selected Bidder shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of this project, notwithstanding the fact that the selected Bidder may appoint / procure services of third party suppliers, to perform all or part of the obligations contained under this tender 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 selected 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 Selected Bidder if it fails to comply with the conditions imposed. The external and internal auditors of the bank will be given right to review the books and internal

controls of the Bidder related to the current project.

10. **Other Terms and Conditions**

Bank of Baroda reserves the right to:

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

11. **Bid Rejection Criteria**

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

- Bid submitted by holding company and its subsidiary
 - Bids submitted by one or more companies having common director/s
 - Bids submitted by one or more partnership firms / LLPs having common partners
 - Bids submitted by one or more companies in the same group of promoters / management
 - Any other bid in the sole discretion of the bank is in the nature of multiple bids.
 - Related parties cannot submit bids. In case they do so both/all bids submitted by related parties are liable to be rejected at any stage.
 - Bid submitted not as per terms and conditions.
12. The Successful Bidder shall not assign the Contract to subcontractor. Successful Bidder shall not sublet any portion of the Contract except with the written consent of the Bank
13. The Schedule of Probable Quantities is liable to alterations by omissions, deductions or additions at the discretion of the Bank. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the amounts quoted against various items should be totaled in order to show the aggregate value of the entire tender.
14. The contractor shall strictly comply with the provision of safety code.
15. Bank reserves the right for any addition/deletion/alteration of materials/specifications before/after awarding the job without any compensation.

16. Bidder shall abide by the Minimum Wage Act, Labour Laws/Bye-laws, Shops & Establishment Act etc. of the State Government / Statutory bodies.
17. All necessary permit/license, permission from public authorities etc., if required, has to be arranged by the contractor.
18. If the quality of material supplied is found to be unsatisfactory by us at any point of the contract period, Bank is entitled to terminate the contract or withdraw the work order and get the balance supply at your risk and cost by any other agency particularly in case of the following defaults from selected bidder side.
19. Bank's discourages the stipulation of any additional conditions by the Bidders along with their offer. The clarifications / conditions etc. of all the Bidders, if any, will be examined and after discussions with all the Bidders in the pre-bid meeting, the conditions acceptable to Bank will be intimated to the Bidders through Addendum/Corrigendum.
20. All the material should be of the best quality available in the market.
21. Bank will deduct TDS, other applicable taxes/surcharge/cess etc. as per norms.
22. Faxed or emailed copies of any submission are not acceptable and shall be rejected by the Bank.
23. All supporting documents duly self-attested with stamp. .
24. Incomplete or partial or faulty submissions shall be rejected.

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

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 rates and prices 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 as well as damage caused to the building and other structures and works forming the subject matter of this contract. The contractor shall, indemnify and keep indemnified the Bank and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as

aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claims.

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

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

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

27 Termination of Contract by the Bank

If the Contractor being an individual or a firm commits any “act of insolvency”, or shall be adjudged an insolvent or being an incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee or the Liquidator of such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Bank that he is able to carry out and fulfill the Contract and to give security therefore, if so required by the Bank.

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

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

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

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

Or shall charge or encumber this Contract or any payments due

Or which may become due to the Contractor hereunder.

- 28 Quantities mentioned in the BOQ are approximate quantities and may vary by +/- (plus /minus) 50%.or any quantum.
- 29 In case of any default in services as mentioned in the tender, the bidder shall be blacklisted and the information may be shared with other authorities. If the bidder found blacklisted during last -7- years in any of the PSU Bank/ Govt./Pvt. Organization, then bidder will be disqualified/terminated from the said tender.
- 30 **Escalation**
The prices shall remain firm and shall not be subject to variation for any reason whatsoever. 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 tendering in respect of this contract shall be included in the tender rates/bid and payable by the contractor and the Bank will not be liable for any claim whatsoever in this respect during the period of contract if the statutory payment structure remains unchanged Except GST. In case of GST, the mode of payment shall be as per the government guidelines. However, any increase or additional taxes levies by the Government or statutory authorities after the date of submission of tender will be borne by the Bank.

SECTION: G

QUALITY CONTROL AND ASSURANCE

1.0. P & F MANAGEMENT SERVICES CONTRACTOR'S RESPONSIBILITIES

1.1 Quality Control

P & F Management Services Contractor shall be responsible for producing a Quality Control Procedure for implementation. The procedure shall contain inspection report forms and test report forms to record the quality of materials and workmanship, in accordance with the requirements of the AGREEMENT. WHERE applicable such reports shall contain details of weather conditions, humidity, temperature and particulars of application.

The Procedure shall only be implemented with the approval of Owner. P&FMS Contractor's Engineer to implement the Quality Control Procedure. P&FMS Contractor's designated inspection Engineer shall be responsible for preparing the weekly Quality Control Reports, two copies of which together with all corresponding test and inspection reports forms, shall be transmitted to Owner.

Successful Tenderer shall submit a typical Quality Control document from a previous contract.

1.2 Quality Assurance

P&FMS Contractor shall be responsible for producing and implementing a Quality Assurance Plan to ensure that inspection and testing of the works are carried out in accordance with the relevant provisions of the AGREEMENT. P&FMS Contractor shall designate a suitably qualified and experienced personnel to implement the approved Quality Assurance Plan.

Tender shall include a typical QA document from previous contract

1.3 Testing

Testing shall be in accordance with the requirements of the AGREEMENT. The charges incurred by the P & FMS contractor will be paid by the actual when the agency is appointed by the Bank/vendor as per prior approval form the Bank.

P&FMS Contractor shall keep formal record. P&FMS Contractor shall inform Owner at least twenty four hours in advance of all tests are conducting, witnessing so that Owner can be present for the test.

2.0 INSPECTION AND TESTING BY OWNER

2.1. General

Owner shall have the right to inspect at all times any tools, instruments, materials, staging or equipment used or to be used in the performance of the works. P&FMS Contractor shall make all parts of the WORK accessible for these inspections.

2.2. Rejected Work and Equipment

Owner shall have the right to condemn any and all tools, instruments, materials, staging, equipment, or work which does not conform to specifications.

P&FMS Contractor shall rectify any defective work not conforming to specification at no additional cost to Owner.

2.3 **Approval**

P&FMS Contractor shall notify the owner Twenty Four (24) hours before work or part of the work commences. Prior to final acceptance of part of or the complete work an inspection shall be made. P & FMS Contractor shall make an inspection report, which shall be signed by all parties.

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

2.4.1 **Scope and Responsibilities**

The P&FMS Contractor is fully responsible for safe operation, effective maintenance and repairs of machinery, electrical, mechanical, sanitation, Health/Hygiene, etc.

2.4.2 **Operations**

P&FMS Contractor shall be fully responsible for operation of special equipment and or its accessories and controls in accordance with its requirements and function and keep systems working at all times.

P&FMS Contractor shall be responsible for observing and maintaining the electrical installations in accordance with state electricity board, electrical inspectorate and other local bodies at all times.

2.4.3 **Records of operation and maintenance**

The P&FMS Contractor shall provide printed comprehensive logbook as per certified standards and procedures, containing tables for daily record of all critical schedules, temperatures, pressures, humidity, power consumption, starting, stopping times of various equipment, daily record of unusual observations/unsafe condition.

2.4.4 **Maintenance and repairs**

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

2.4.5 **Audits**

Energy audit, facility audit and Fire Audit will be carried out by Bank periodically and P&FMS Contractor shall assist the Bank for necessary arrangement as per the requirement of Auditor.

2.4.6 Breakdown Maintenance

Out of breakdown calls received, P&FMS Contractor shall give priority to the critical areas, which shall be decided by owner's representative in restoring the services with the minimum down time. In critical areas such as office areas, servers, utility areas, P&FMS Contractor shall ensure round the clock functioning of the services.

The services as described above shall be rendered to in respect of all the following services and utilities.

The tenderer must inspect the site of work and familiar and acquaint him with all installations, systems, sub-systems etc., and site conditions before quoting.

INSURANCE CONFIRMATION LETTER

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

**The Head- Baroda Apex Academy,
Bank of Baroda,
Near Udyog Bhawan.
GH-4, Sector-11
Gandhinagar
Gujarat, Pin- 382011**

Dear Sir,

**Re: Confirmation of Insurance Policies / Agreement No. _____ for
Premises & Services Management for Baroda Apex Academy, Bank of Baroda –
Gandhinagar, Gujarat.**

We hereby confirm that we have effected valid insurance policy (ies) expiring on _____ which comply (ies) with all the requirements and conditions stipulated in the Insurance and Indemnity Article of the above Contract / Agreement including Inter-alia:- Waiver of subrogation against its servants, agents, employees, subsidiaries and all other companies in the Owner's Group.

Corporate or Company Seal

Authorised Signature

Name of Company

By.....

Title.....

SECTION: H

SCHEDULE OF EQUIPMENTS

Details of installation of specialised services in various floors.

A) Electrical Installation

The package consists of the following equipment:

L T main Panel/s
I/o ports – 1000 nos.
EPABX system
PA system, CCTV & Biometric system
37 nos. air conditioning units.
UPS System - 2 nos of 80 kva and its distribution.
UPS System - 2 nos of 80 kva and its distribution.
Lighting fixtures -- 5500 nos approx.

B) Fire Protection System

The following fire protection systems are installed:

Sprinkler system

Portable Extinguishers

Automatic Sprinkler System

Automatic sprinkler system has been installed in the building for controlling fire, in case of any fire accident, without manual intervention. Sprinklers are made up of heat sensitive glass bulb and connected to wet pipe line. The bulb shatters due to the heat developed during fire and the sprinkler discharges water over fire.

C) Fire Detection System

The fire alarm system.
Optical smoke detector

D) Approx. 80 work stations

The quantity of equipment are only for reference, It may vary as per the requirement of Bank's.

PROPOSED WORK METHODS, SUPPLIES AND PLAN

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

SECTION I

JOB DATA FOR VARIOUS INSTALLATIONS

A. AIR CONDITIONING

Bank has entered into Annual Maintenance and Comprehensive Contract (AMC) with vendor. However, responsibility of running of the AC units during AMC period will be that of P&FMSC engaged. The overall responsibility of the AC units & accessories etc. will be that of P&FMS Contractor. Cleaning of filters of AC units shall be in P&FMS Contractor's scope.

B. ELECTRICAL INSTALLATION WORKS

- **Earthing**

A 1 Requirement

i) It shall be ensured that the following equipment's are earthed:

1) All metallic conductor enclosures.

2) Under any of the following conditions, exposed non-current-carrying metal parts of the fixed equipment which are liable to be earthed.

- a) Where the equipment is supplied by means of metal clad wiring.
- b) Where equipment is located in a wet locating and is not isolated.
- c) Where equipment is located within reach of a person who can come in contact with any earthed surface or object
- d) Where equipment is located within reach of a person sending on the ground.
- e) Where equipment is in a hazardous location.

ii) All metal enclosures of electrical equipment in sub-stations shall be effectively earthed.

iii) Before starting work on underground cables, all its conductors shall be discharged effectively and its both ended are earthed. Dead cables shall be identified by available means and the adjacent cables, if any, shall be provided suitable protection.

iv) Static condensers shall be disconnected from the source of supply, discharged and then earthed before starting work on them. If they are charged, heavy sparks will be drawn from them. To discharge them completely, earthing rods shall be used and contact made with each terminal in turn and the same shall be repeated until no spark is observed.

v) Installation of cat 6 cables and other wires.

A 2 Maintenance

i) The earthing device shall first be connected to an effective earth provided for the purpose and the other end of the earthing device shall then be connected to the conductors of the apparatus to be earthed. The process of removing the earth device shall be reverse of that adopted for placing the earth.

ii) The earthing of all electrical apparatus and equipment shall be periodically tested and inspected. Ordinarily a Megger Test to check continuity of earth will suffice and shall be done once in six months. Earth tester suitable for three electrode method of testing earths shall be used wherever required or as per local regulations. Where no such regulation is in existence this shall be done once in two years.

iii) All earthing systems shall, before electric supply lines or apparatus are energised, be tested for electrical resistance to ensure efficient earthing.

iv) All earthing in systems shall be tested for affectivity on a dry day during dry season at least twice in a year.

v) All earthing in systems shall be maintained and if upon testing, resistance is found to be higher than the prescribed values, immediate, steps shall be taken to rectify the faulty earth

vi) Care shall be taken to protect the earth wire against mechanical damage and possibility of corrosion particularly at the point of connection to earth electrode or earth continuity conductor. Remedial measures shall be taken, wherever necessary.

vii) Periodical visual inspection of all earth electrode connections wherever available.

viii) Where installations are earthed to a metal sheath of the supply cable, it shall be verified periodically that the earth fault loop is in a satisfactory status.

ix) Monthly record of tests carried out shall be maintained as per the Performa given below and these shall be preserved for a minimum period of 2 years from the date of testing.

Maintenance of Earthing System

Month	Visual check of system	Megger Test	Remarks	Initials of electrician/AC & Electrical Engineer
January				
February				
March				
April				
May				
June				
July				
August				
September				
October				
November				
December				

C. INTERNAL ELECTRICAL INSTALLATIONS

From the point of view of safety of life and materials, various checks that shall be carried out are tabulated below:-

i	General Housekeeping of the area to avoid collection of foreign materials like paper, waste, oil / grease and other inflammable materials	Weekly
i	Checking of operation of all trip circuits, relays and instruments like voltmeters and ammeters by stimulating conditions	Once in three Months
v	Checking of internal wiring for control circuits of circuit breakers and tightening all loose connections (ensure that none of the controls and safeties (trip) circuits are by-passed at any time)	Once in three Months
v	Against physical damage to main boards, switches and distribution boards and rising mains	Once in three Months
v	Tightening of all internal connections of cables in DBs, switch boards, rising mains etc.	Once in three Months

v	Survey of lighting fixtures against physical damage to choke , holders, internal wiring etc.	Monthly
i	Survey of point wiring against physical damage to conduit / batten/ wires/ supporting arrangement.	Monthly
x	Insulation resistance test of wiring system and equipment.	Once in Six Months
x	Check against improper sizes of protective fuses	Monthly
x	Check load on mains , sub mains , and feeder points with long tester to ensure that there is no over loading	Monthly

D FIRE PROTECTION SYSTEM

D1. SPRINKLER SYSTEM

ROUTINE

i) Check main controlling valve Inspect for any leakage in fittings, valves, pipe lines, joints air valves to get designed water pressure in the system.

WEEKLY

i) Check flow alarm device, small valve, controlling the water supply to alarm device shall be in open position.

MONTHLY

- i) Clean the sprinkler glass bulbs with spirit.
- ii) Inspect and service the installation valve

D2 FIRE EXTINGUISHERS

a) Extinguisher

Routine Quarterly

- i) Clean the body, horn and wheel-- locking pin.
- ii) Weight the extinguishers .If the weight of the contents is reduced by more than 10%, it shall be sent for recharging.
- iii) Clean and polish the body with wax.
- iv) Check tube, horn, joints, and locking pins. Apply chalk powder for the tube externally.

Whenever the extinguisher is sent for recharging, it shall be ensured that the same is pressure tested by the gas charging company by subjecting it to a pressure upto 210 kgs./cm² or as per standrads.

D3 PERIODICAL MAINTENANCE AS PER MANUFACTURERS SPECIFICATION

All the firefighting installations shall be maintained in perfect serviceable condition so that their utility in emergency is availed of. The Fire Officer/ Security officer shall be over all in charge of such installations and he in turn shall get himself well acquainted with the use and operations of these equipment's and train all Security Services Personnel as well as those of staff members desirous of learning their operations, if need be, by requisitioning the services of local Fire Brigade personnel / agencies who supply and service periodically such units.

Fire is everybody's concern and as such all members of staff must be made aware of Fire hazards and firefighting installations provided in the premises and their operation to fight fire in its incipient stages. a fire sense is required to be imbibed in each and every staff member.

SL NO	DESCRIPTION	DAILY	QUARTERLY
	FIRE ALARM		
1	Acknowledge all the alarms	Yes	
2	Check the supply voltage phases ,neutral , phase earth and neutral earth		Yes
3	Check the battery voltage and its back up mode operation		Yes
4	Check the fire and other fire alarm condition		Yes
5	Check functioning of all hooters		Yes
7	Clean detectors depending on the analogue value of detectors.		Yes
8	Clean all the detectors in the system		Yes
	PUBLIC ADDRESS SYSTEM		
1	Ensure power to amplifier is on	Yes	Yes
2	Check the functionality of the amplifiers		Yes
3	Ensure music volume is at desired level		Yes
4	Check functionality of the speaker		Yes
5	Check functionality of CD changer		Yes
6	Clean lens of the camera		Yes

E SYSTEMS OF INFORMATION TECHNOLOGY

PC and other IT Related Hardware are managed and maintained by a different team under the direct supervision of IT Department. However, cleaning of computers, Telephone Instruments, etc and shifting of above if required are covered under the scope of P&FMS Contractor.

REPORTING AND RECORD KEEPING

a) Management reporting and process reviews

The employer shall approve the format for the monthly report.

b) Operating Meetings

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

c) Progress Meetings

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

d) Performance Review Meeting

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

e) Quality Assurance

The contractor shall implement a quality system in accordance with high standards commensurate with those of maintenance of high quality intelligent buildings. The contractor shall develop, in conjunction with the employer's representatives, the standards of service to be provided and how performance to be measured and monitored.

A set of reports and records recommended for use for operation, maintenance and repair records. Same to be printed in quality paper (in duplicate/ triplicate) are given below. Formats for the same be prepared and got it approved before going for printing.

S.No	Description of format	Remarks
1	Daily Report	To be submitted by P&FMSC

2	Monthly consumable / spares consumption statement	To be submitted by the P&FMSC every month
3	Daily attendance sheet	To be submitted by P&FMSC daily
4	Monthly assessment of P&FMSC's performance for the month	Issued by the Bank

S.N	Name of record
1	complaint register
2	Monthly report format for O & M team
3	Job request for AC
4	Job request register for AC
5	Daily report for AC
6	Daily report for Electrical Services
7	Daily report for Fire Protection System
11	Housekeeping schedule
12	Pest control schedule
13	Work instructions for housekeeping O & M Team
14	Checklist for toilet
15	Checklist for office area
16	Checklist for common areas
17	Performance slip
18	Pest control log book
19	Security services work instructions
20	Emergency evacuation instructions
23	Annual maintenance schedule
24	List and location of fire extinguishers (To be installed by BANK)
25	Fire alarm report
27	Fire equipment inspection report form
28	Incident report form
29	Public address system test conduct form
31	Outgoing material pass
32	Daily occurrence register
33	Site visit book
34	Vehicle movement register
35	Lost / found property register
36	Checklist for periodical audit
37	Break down complaint register
38	Break down work order
39	Spares register
40	Hot permit form
	PPM - PERIODIC PREVENTIVE MAINTENANCE
41	PPM Schedule for AC
42	PPM Schedule for Electrical systems
43	PPM Schedule for fire protection system
46	Key register
47	permit form
48	PPM work order
60	PPM Checklist - L T Panels
64	PPM Checklist - MCC Panel
65	PPM Checklist - Capacitor panel
66	PPM Checklist - distribution panel
68	PPM Checklist - battery charger
69	PPM Checklist – battery
97	PPM Checklist - Sprinkler - monthly & quarterly
98	PPM Checklist - Sprinkler - half yearly
100	PPM Checklist – Fire Extinguisher - monthly & yearly
111	PPM Checklist – General Plumbing Monthly
113	PPM Checklist – Fire Alarm System Quarterly
118	PPM Checklist – Access card audit register
119	PPM Checklist – Electrical reading card
120	PPM Checklist – A/C reading card
121	PPM Checklist – Water reading card
122	PPM Checklist – Statutory / Regulatory approval tracking form
123	PPM Checklist – Asset Register
124	PPM Checklist – Tracking sheet for Insurance policies
125	PPM Checklist – Customer satisfaction survey format
126	PPM Checklist – Data Card

127	PPM Checklist – Daily report
128	PPM Checklist – Continual Improvement report
129	PPM Checklist –Corrective action report
130	PPM Checklist – Preventive action report

SECTION J

Annexure – I

(to be submitted on letter head)

Date:

To,

**The Head- Baroda Apex Academy,
Bank of Baroda,
Near Udyog Bhawan.
GH-4, Sector-11
Gandhinagar
Gujarat, Pin- 382011**

Dear Sir,

Re: Tender for Premises & Services Management for Baroda Apex Academy, Bank of Baroda – Gandhinagar, Gujarat.

Having visited the building premises under reference and examined the tender documents and understood the instructions, terms & conditions for Premises and Facility Management Services at mentioned premises of Bank of Baroda, we hereby enclose Technical Bid and Price/Commercial Bid online along with required self- Attested photo copies of documents and tender document duly stamped and signed by the undersigned.

- 1) I/We confirm that the tender is in conformity with terms and conditions as mentioned in tender documents.
- 2) I/ We have studied the Pre-Qualification Criteria, Important instructions, General Conditions, etc. and read the scope of work carefully and diligently , and I/ We have submitted the tender having studied, understood and accepted the said terms and conditions of the tender.
- 3) I/ We understand that any false information is detected at a later date any future contract made between ourselves and Bank of Baroda, on the basis of the information given by me/ us can be treated as invalid by the Bank and I/ We will be solely responsible for the consequences.
- 4) I/ We agree that the decision of Bank of Baroda in selection of service providers will be final and binding to me / us.
- 5) I/ We confirm that all the information furnished by me / us in the tender is correct.
- 6) I/ We agree that I/ We have no objection if enquiries are made about our work.
- 7) I/ We confirm the work in the agreement/ tender contract will be executed conforming to the requirements contained in the tender document in a professional manner and best in class as per industry standards and to the satisfaction of the Bank.
- 8) I/We confirm that we will abide by all terms and conditions mentioned in this tender Document.
- 9) I/ We confirm that I/We have made a complete review and careful examination of the terms of the tender document and we hereby unconditionally and irrevocably accept, agree and acknowledge the terms mentioned thereof.
- 10) I/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.

I/We also deposited EMD via NEFT transaction/UTR no. _____ Dt. _____ for Rs
_____ as Earnest Money Deposit (EMD)

Yours faithfully,

Signature

(Proprietor / Authorized Signatory)
(Name and Designation with Office Seal of tenderer)

ANNEXURE III

Integrity Pact

(To be submitted with Technical Bid after duly signed and seal by Bidder)

PRE CONTRACT INTEGRITY PACT General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of _____ month, 2019 between, on one hand, Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisitions and Transfer of Undertakings) Act, 1970 having its head office at Mandvi Baroda, and its corporate office at Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai-400051 (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item/Services) and the BIDDER/Seller is willing to offer/has offered the said stores/equipment/item/services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking performing its functions on behalf of the President of India.

NOW, THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

- 2 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.
 - 2.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 2.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 2.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - 2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
 - 2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
 - 2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal

activities.

- 2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be closed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

3 Previous Transgression

- 3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4 Earnest Money Deposit

- 4.1 While submitting commercial bid, the BIDDER shall deposit an amount (shall be specified in RFP) as Earnest Money Deposit, with the BUYER through any of the following instruments:
 - (i) Bank Draft or a Pay Order in favor of Bank of Baroda
 - (ii) A confirmed guarantee by an Indian Nationalized Bank other than Bank of Baroda, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the RFP).
- 4.2 The Earnest Money Deposit shall be valid up to complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and BUYER, and any demand in respect thereof should reach the Bank not later than the date mentioned in RFP.
- 4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason

for imposing sanction for violation of this Pact.

- 4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money Deposit for the period of its currency.

5 Sanctions for Violations

- 5.1.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- 5.1.2 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- 5.1.3 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- 5.1.4 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- 5.1.5 To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of Bank of Baroda, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 5.1.6 To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- 5.1.7 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- 5.1.8 To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- 5.1.9 To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- 5.1.10 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- 5.1.11 Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6 Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product / systems or subsystems / services at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product / systems or sub systems / services was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price within a period of one year before and after bid submission date, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

7 Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

8 Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

9 Validity

The validity of this Integrity Pact shall be from date of its signing and extend upto 3 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at _____ on _____

BUYER

BIDDER

Name of the Officer:

Chief Executive Officer

Designation:

Department:

Witness

Witness

1. _____

1. _____

2. _____

2. _____

Annexure IV

To

**The Head- Baroda Apex Academy,
Bank of Baroda,
Near Udyog Bhawan.
GH-4, Sector-11
Gandhinagar
Gujarat, Pin- 382011**

Dear Sir,

We have read and understood the tender notice and instructions to the applicants. We do hereby declare that information furnished in the Performa given in Pre-qualification document is correct to the best of our knowledge and belief.

Yours faithfully,

For
Signature:
Name :
Designation :
Registered Address :
Seal :

Annexure V

Format C Cont.

Particulars In Respect Of Similar Services Rendered for other organizations

Sr. No.	Name of work/ services rendered with address	Short Description of Work and Services rendered	Name and address of the Owner	Value of work/ services rendered	Period for which services are being rendered	Name of Architect/ Consulting Engineer associated with the Building