



**Tender for Facility Management Services for Bank's
Own Guest Houses and Residential Premises at
Vadodara**

VOLUME – I

**PRE-QUALIFICATION CUM ELIGIBILITY CRITERIA,
GENERAL TERMS AND CONDITIONS**

&

VOLUME – II

PRICE BID

Tender Start Date	04/05/2024
Pre Bid Meeting	13/05/2024
Last date of Submission of Bid	24/05/2024

OFFICE ADDRESS
BANK OF BARODA, FACILITIES MANAGEMENT DEPARTMENT
5TH FLOOR, BARODA BHAWAN, R C DUTT ROAD, ALKAPURI, VADODARA 390007

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SECTION A

INTRODUCTION

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

Notice:

Bank of Baroda, Facilities Management Dept., 5th Floor, Baroda Bhawan, Vadodara, invites offers from prospective Vendors for Providing Facility Management Services for Bank's residential premises & Guest Houses located at various locations in Vadodara. Interested bidders can access tender from Tender Section of Bank of Baroda's website www.bankofbaroda.com.

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

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

Confidentiality:

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

Schedule of Tender		
A.1	Tender ref. No.	BB/FM/116/49
A.2	Date & time of viewing Tender	04/05/2024
A.3	Date of Starting of Tender for submission of Technical Bid & Price Bid	04/05/2024
A.4	Pre-Bid meeting starting date & time	13/05/2024 @1200 hrs IST At Bank of Baroda, 5 th Floor, Baroda Bhawan, Alkapuri, Vadodara Queries received up to two days prior to pre-bid meeting date only will be addressed during pre-bid meeting. All the queries should be sent to the mail id: pe.bcc@bankofbaroda.com
A.5	Date & Time of closing of Tender for submission of Technical Bid & Price Bid	24/05/2024 & 1500 hrs IST
A.6	Date & time of opening of Technical Bid (Part-I)	24/05/2024 & 1530 hrs IST
A.7	Date & time of opening of Price Bid (Part-II)	Date of opening Price bid (i.e. Part II) shall be informed separately.
A.8	Last date of submission of EMD through RTGS/NEFT	24/05/2024 & 1500 hrs IST
A.9	Earnest Money Deposit	Rs 95,000/- (Rupees Ninety Five Thousands only)
A.10	Estimated Cost	Rs 95,00,000/-
A.11	Address for submission of bids (Technical as well as Price bid)	Bank of Baroda, Facilities Management Department, 5 th Floor, Baroda Bhawan, Alkapuri, Vadodara
A.12	Address for opening of bids	Bank of Baroda, Facilities Management Department, 5 th Floor, Baroda Bhawan, Alkapuri, Vadodara
A.13	Contact Details of Bank	<u>Mandeep Kaur</u> <u>Chief Manager – Architect</u> <u>Yogesh Sonawane</u> <u>Sr. Manager – Technical</u> <u>Ph: 0265-2316597</u> <u>Email: pe.bcc@bankofbaroda.com</u>

Conditional tenders are liable to be rejected. Dispute, if any, will be subject to Gujarat jurisdiction only.

SECTION B

IMPORTANT INSTRUCTIONS FOR TENDER

B.1	Important instructions for Tender
	<ul style="list-style-type: none"> • This is a Physical tender event of Bank of Baroda. • Bidders are requested to read the terms & conditions of this tender before submitting their bids. • Bidders who do not comply with the conditions with proper/necessary documentary proof (wherever required) will not qualify in the Tender process for opening of Commercial bid. Bidders are requested to upload all the documents called for properly and shall not upload haphazardly and irrelevant documents. • The intending bidders are required to submit their offer physically at following address: The Chief Manager – Architect Bank of Baroda, Facilities Management Department, 5th Floor, Baroda Bhawan, Alkapuri, Vadodara 390007
B.2	<u>General Instructions to Vendors Tendering</u>
	<p><u>Downloading of Tender Document</u></p> <p>The tender document is uploaded / released on Bank of Baroda website i.e. www.bankofbaroda.com. Tender document and supporting documents may be downloaded from same link. Subsequently, bid has to be prepared and submitted as per the schedule given in Notice details. The Tender document will be available on Bank web site. Tender document will not be sold / issued manually.</p>
	<p><u>Preparation & Submission of Bids</u></p> <p>The bids (Pre-Qualification, Eligibility, Technical as well as Commercial) shall have to be prepared and subsequently submitted offline only. No other form of submission shall be permitted.</p>
	<p><u>Do's and Don'ts for Bidder</u></p> <ol style="list-style-type: none"> i. Bidders have to prepare for submission of their bid documents offline well in advance. ii. To avoid last minute rush & technical difficulties faced by bidders in submission of bids, bidders are required to submit of complete tender documents -01- week in advance for timely submission of bid. iii. Partly or incomplete submission of bids by the bidders will not be processed and will be summarily rejected.
B-3	Special Instructions to the Bidder

All rates and lump sum amounts, if any, shall be firm throughout the duration of the contract and no influences shall be permitted for any changes in any of P&FM's costs or inclusions due to any reasons such as currency variations, material, transport and price fluctuations or any other reason unless expressly provided for elsewhere in this Agreement.

P&FM can quote the rate accordingly as we have asked the rate on yearly basis Please note that this contract is lump sum contract and payment shall be released based on the performance parameters given below;

In order to ensure the continued performance of the service provider against the service specification a score sheet will be completed once in a month by the organization (Bank) so as to arrive at an agreed rating system for each facility to be provided by serviced provider.

The rating system will be applied to a performance related payment table that would reward the service provider for exceeding the specification as well as penalize for not meeting the specification. Role and responsibilities of FMS has been clearly defined in this tender document.

Please note that in addition to regular observation of performance of service provider, detailed checking / inspection will also be carried out by the committee of two officials of our department, one official of Security department along with Manager (appointed by service provider at work place as per tender terms) to finalize the scoring system looking to short coming / deficiencies / accuracy (if any) and accordingly monthly payment will be calculated:

Example of scoring is mentioned below:

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

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

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

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

In addition of above, contractor shall:

1. Attend all the housekeeping issues pointed out in the department.
2. Up keep of all the items in the office premises including jet cleaning of all hot surfaces, Regular watering of plants, removal of damaged leaves, branches, etc., putting manure and other routine work, Cleaning of all the lights, conducting, switch board, firefighting equipment's, ventilation, fan, workstations, chairs, dining table, sofas, storage units and cleaning including removal of dirt, dust, cow webs, switching on /off the light fixtures, cleaning of terrace, bathrooms, server rooms and cleaning of drain lines etc.
3. Co-ordination with AMC agency appointed at the site periodically as per their AMC contract and timely renewal of their service contract by informing Bank prior the expiry of contract.
4. Maintaining inventory of consumable items, and submitting monthly report along with bill.
5. The Bank will enter into Annual Maintenance Contracts for certain services as per need and If any point of time it is observed that F&PM has not followed up for any discrepancies / shortfall with Service provider (under Annual Maintenance contract) deduction @ 5% per activity shall be affected .
6. 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.

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.

The Bank's working hours shall be 10 AM to 08 PM and some offices shall be 24 x 7 operational. 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.

- P&FM Service Contractor has to arrange for engaging their workers on Holidays and Sundays if so desired by the Bank. No compensatory off/ extra payment to this effect will be entertained. **Services required/ requested on Sundays/ holidays will not exceed 26 days in a year.**

- 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.
- 7. 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.
- 8. **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.
- 9. **Organization Chart:** The Contractors to submit the latest Organization Chart along with details of technical and non- technical staff employed by him/them.

Particular Attention:

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".

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

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

P&FM Service Contractor has to arrange for engaging their workers on Holidays and Sundays if so desired by the Bank. No compensatory off/ extra payment to this effect will be entertained. Services required/ requested on Sundays/ holidays will not exceed 26 days in a year. In case service required for more than 26 days, payment will be made on actual basis. However, service provider shall submit the justifications for over and above the 26 days during that period while submitting the bill.

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.

The Bank will directly enter into Annual comprehensive Maintenance Contracts (AMCs) for certain services such as HVAC, lifts, water purifiers, kitchen equipment's,

	<p>etc. and attach these contractors to the P&FM Service Contractor for management and for certification of bills and amount of work done etc.</p> <p>Bank will also provide one register at site for keeping / maintaining all complaints received from our various departments. F&PM will maintain the same with their action taken report which will be checked by our department at any point of time.</p> <p>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.</p>
B.4	Submission of Tender
	<p>The Tenders are to be submitted in three separate envelopes, each sealed and clearly identified as to envelope number and contents as indicated below. The three envelopes shall be contained in a large envelope superscribed “Tender for Facility Management Services for Banks Own Guest House and Residential Premises at Vadodara”.</p> <p>Your tender duly filled in, signed and sealed, should be addressed and hand delivered to The Chief Manager, Facilities Management, Bank of Baroda, 5th Baroda Bhavan, Alkapuri, Vadodara 390007 on or before 1500 hrs of 24/05/2024 or the tender box placed at Ground floor Bank of Baroda, Baroda Bhavan, Alkapuri, Vadodara 390007.</p> <p>Tenderers shall submit the documents in Envelope No. 1, Envelope No. 2 and Envelope No. 3 as stated below.</p> <p>Envelop No. 1: Envelope No. 1 shall contain the following:</p> <p>Receipt of Earnest Money Deposit of Rs. 95,000/- (Rupees Ninety Five Thousand Only) OR Certificate of exemption in case registered with NSIC / MSE Tender documents along with supporting documents.</p> <p>This envelope shall be superscribed “Envelope No. 1 - Technical Bid for Facility Management Services for Banks Own Guest House and Residential Premises at Vadodara.”</p> <p>Envelop No. 2: Envelope No. 2 shall contain the following:</p> <p>Envelope No. 2 shall contain 2 copies (one marked ‘Original’ and other marked ‘Duplicate Copy’) of Priced bid duly filled in and signed on each page by the Tenderer. Ratequoted in the original copy of B.O.Q. shall be considered as valid. No commercial or technical condition or qualification of any sort shall be indicated by the tenderer in the Envelope No. 2 otherwise the tender shall be liable for rejection.</p> <p>This envelope shall be superscribed "Envelope No. 2 - Priced Bid for Facility Management Services for Banks Own Guest House and Residential Premises at Vadodara."</p> <p>Envelop No. 3: Envelope No. 3 shall contain the following:</p>

	Envelope no. 1 and Envelope no. 2 shall be placed in envelope no 3. This envelope shall be superscribed "Envelop No. 3 - Tender for Facility Management Services for Banks Own Guest House and Residential Premises at Vadodara. "
B.5	<p>Submission of Technical Bids</p> <p>The TENDER response shall be submitted in two parts. Part I shall comprise of Technical Bid plus EMD and Part II shall contain Price Bid. These bids shall be submitted offline as per given address.</p> <p>Bidder shall submit Earnest Money Deposit (EMD) amount online through NEFT/RTGS on the details below:</p> <p style="text-align: center;">Bank: BANK OF BARODA Branch: Alkapuri, RC Dutt Road Vadodara IFSC: BARB0ALKAPU ('0' is Zero) (Fifth Letter) Account Type: Overdraft Account No.: 02000400000062</p> <p>Under no circumstances, Earnest Money Deposit will be accepted in the form of fixed deposit receipt/DD/Banker's cheque or Insurance guarantee or Cheque.</p> <p>Exemption from submission of EMD shall be given to bidders, who are Micro and Small Enterprises (MSEs) / Startups. The bidders who are MSE has to submit necessary document issued by NSIC and the bidders who are startups have to be recognized by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC/DIPP which are valid on last date of submission of the tender documents. MSEs/startups firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for EMD exemption. Bidder has to submit a "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity of the bid, they will be suspended for 6 months.</p> <p>The proposal shall be prepared in English. Name of contact person, e-mail address and phone/fax numbers of the bidder shall also be indicated on the sealed envelopes.</p> <p>Please note that any changes in the technical / prequalification criteria mentioned in this Tender Document shall be inserted as addendum in the tender section of Bank's Website and in URL: https://www.tenderwizard.com/BOB</p>
B.6	<p>Submission of Commercial Bids</p> <ul style="list-style-type: none"> ➤ Price Bids will be submitted in a separate envelop (Part II). ➤ The prices offered to the Bank must be in Indian Rupees. ➤ Basic rate should be quoted. ➤ Applicable GST will be added in each head as per price bid format. ➤ L1 will be decided on the overall cost.

	<p>➤ Any price variation on account of change in tax structure (+ or -) shall be payable/recoverable during the contract period.</p>
B.7	Pre-Bid Meeting
	<p>A pre-bid meeting shall be arranged at 13/05/2024, 1200 hrs. The venue of the meeting is as under:</p> <p>Bank of Baroda Facilities Management Department 5th Floor, Baroda Bhawan, RC Dutt Road, Alkapuri, Vadodara 390007</p> <p>Queries received up to two days prior to Pre-bid meeting date only will be addressed during pre-bid meeting. All the queries should be sent to the mail id: pe.bcc@bankofbaroda.com.</p> <p>Pre-Bid shall be held at above location. Bidder shall submit their name, designation, contact number and email id (only one representative from each firm) to pe.bcc@bankofbaroda.com. Subject of the mail shall be name of tender.</p>
B.8	Opening of Technical Bids
	<p>The Technical Bids will be opened at following address:</p> <p>Bank of Baroda Facilities Management Department 5th Floor, Baroda Bhawan, RC Dutt Road, Alkapuri, Vadodara 390007</p> <p>No separate intimation will be given to the bidders in this regard.</p>
B.9	Late Tender:
	<p>Tenders received late on account of any reason whatsoever and telegraphic tenders will not be entertained.</p>
B.10	Evaluation of Technical Bids
	<p>Technical Bids will be evaluated on the basis of fulfilling Bidders Profile Details and compliance to Eligibility criteria, Technical specification, other terms and conditions stipulated in the tender document. Commercial Bids of only those bidders who qualify in the technical evaluation, based on the criteria laid down hereinabove, will be opened.</p> <p>The Bank reserves the right to reject any or all the tenders without assigning any reason thereof.</p>
B.11	Evaluation of Commercial Bids
	<p>After the technical evaluation of the tenders, the price bid of only technically qualified bidders (as per the criteria mentioned hereinabove) shall be considered for price bid</p>

	<p>evaluation. The Bank reserves its right to seek and obtain substantiating data from the bidders for verification of the credentials submitted.</p> <p>The Date of opening of Price Bid shall be advised separately to all technically qualified bidders. Bank may at its discretion, request the shortlisted bidders to give a demonstration of their proposed system at their cost before opening of price bid. This will also be considered as a part of technical evaluation.</p>																		
B.12	Description of Work																		
	<p>The Premises and Facility Management Service Contractor are required for Providing Facility Management Services at Bank of Baroda's, in following premises:</p> <p>The details of the site:</p> <table border="1" data-bbox="320 730 1418 1216"> <thead> <tr> <th>Sr. No.</th> <th>Name of Site</th> <th>Site details</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Vimal Flats, Acosta</td> <td>G+3 Stored Building, 5 Residential Flats & 1 Guest House</td> </tr> <tr> <td>2</td> <td>Akshay Apartment, Opp. Reliance Mega Mall, OP Road, Akota</td> <td>G+10 Stored Building, 40 Residential Flats</td> </tr> <tr> <td>3</td> <td>Sainath Plaza, Gotri</td> <td>G+9 Stored Building, 34 Residential Flats</td> </tr> <tr> <td>4</td> <td>Bob House, Near Tube Company</td> <td>2 Blocks, G+3 Stored Building, Total 25 Residential Flats & 1 Gym.</td> </tr> <tr> <td>5</td> <td>Gulistan Bungalow, Alkapuri</td> <td>Guest House, G+1 Storey Building</td> </tr> </tbody> </table> <p>The scope of work is as under:</p> <p>The Premises and Facility Management Service Contractor are required for the manning and maintaining various services at Bank's Residential Premises And Guest House Located At Various Location In Vadodara.</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><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>	Sr. No.	Name of Site	Site details	1	Vimal Flats, Acosta	G+3 Stored Building, 5 Residential Flats & 1 Guest House	2	Akshay Apartment, Opp. Reliance Mega Mall, OP Road, Akota	G+10 Stored Building, 40 Residential Flats	3	Sainath Plaza, Gotri	G+9 Stored Building, 34 Residential Flats	4	Bob House, Near Tube Company	2 Blocks, G+3 Stored Building, Total 25 Residential Flats & 1 Gym.	5	Gulistan Bungalow, Alkapuri	Guest House, G+1 Storey Building
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5	Gulistan Bungalow, Alkapuri	Guest House, G+1 Storey Building																	

House men (Un skilled/ semi-skilled)

For Residential & Guest House premises:

Manpower in Residential and guest house premises are as follows:

S. No.	Name of Premises	Manpower Details	Quantity	Timings / Shift
1	Gulistan Guest House	Cook cum Caretaker(Resident)	01	2 shifts (24 Hrs)
		Asstt. Cook cum Caretaker (Resident)	01	1 shift (8 Hrs)
		Cleaner / House Keeping Servicemen	01	½ Shift (4 Hrs)
2	Vimal Guest House	Cook cum Caretaker (Resident)	01	2 shifts (24 Hrs)
		Cleaner / House Keeping Servicemen	01	½ Shift (4 Hrs)
3	BOB House, Vimal Apartment, Akshay Apartment & Sainath Plaza.	Cleaner / House Keeping Servicemen (2 Nos + 1 Reliever)	03	1 shift (8 Hrs)
Total			08	

Bank can utilize the services as per requirement. Bank can increase & decrease the staff as per Bank's requirement, The contractor have to provide their services on same terms & Condition and same rate.

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

Schedule of House Keeping Equipment, Consumables & Costing

Machinery & Equipment.

- Wet & Dry Vacuum Cleaner heavy-duty industrial type (1. Nos.)
- Window cleaning Kit
- Mopping bucket with squeezer (6. Nos)
- Ladder 8'ft, & 4'ft (4.nos.)
- Hard brush
- Soft/ Hard Duster
- Mops
- Multi wash
- Dry mops kit
- Glass cleaner

- W C Cleaner
- Wet and dry Vacuum cleaning – Two Nos.
- 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
- Airwick -1 nos in each toilet and the same shall be replaced at every month.
- 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 (at fortnight basis), 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 in consumable items, bank shall have the right to deduct even full amount of monthly payable / payment against said head.

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, also to be provided by the service provider. Items provided by the FMS will be verified by the concerned officer of Bank.

Consumables for minor repair

- 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 (If any), 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.13	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/residential premises at Vadodara. The Bank expects the P&FMS Contractor to take a “Single Point and Full Responsibility “of Manning and Maintenance of various services such as Caretaking of guest houses, 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 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 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/guest houses/vacant rooms, toilets, 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, water tanks (Ground + Overhead) 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</p>

relevant articles.

(c) Waste Management: Devise and implement waste management systems for removal of waste from office / common areas/building premises/guest houses other designated areas to central collection Centre initially and final disposal outside as per Local Govt. authorities. Necessary records should be maintained as a proof of carrying out the waste disposal.

(d) Effective coordination with the following AMC contractors.

(g) Liaisoning 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 cheque/letters to BSNL/TATA TELE 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.

(h) Building maintenance (windows, internal faces of glasses, lobbies, WC areas and lighting systems).

(i) Janitorial services

(k) 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.

(j) Assist the Bank technically and administratively in the process of maintaining an asset register.

(k) Assist the Bank in preparation of yearly operations budgets and maintain spares inventory.

(l) Maintain the key register

(m) Timely statutory payments/ delivering cheque, letters etc.

2) **Place of Work and Visit to site**

Intending bidder shall visit the site and make him thoroughly acquainted with local site conditions, nature and requirement of works, facilities of transport condition, effective labour and material and removal of rubbish.

3) **Agreement:**

The successful contractor may be required to sign Agreement as may be drawn including all pre-bid minutes, any amendments to Tender documents resulting from the issue of addendum/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.

4) **Taxes and Duties:**

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

5) **Premises & Facility Management Services Contractor's Employees**

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;

- 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**

- a) 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
- b) 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 its 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.

9) **Compliance with all statutory requirements**

The Contractor shall comply with all statutory requirements prescribed by the local as well as central government authorities from time to time and submit a monthly report along with all the required proof of compliance to the Bank along with the monthly invoice. The contractor shall produce all the relevant statutory documents licenses and approvals for inspection by the Bank and the government authorities. 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.

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.

10) **Emergency Telephone Numbers**

The Contractor shall provide an emergency telephone number for normal and out of hour's operations with a maximum of two hour response time during any breakdowns to essential utility services like cable/wire fault, burst water mains etc.

11) **Occupational Health and Safety**

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

- a) Comply with applicable local regulatory requirements
- b) Comply with applicable Banks requirements specified in the contract and appendices
- c) 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.

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

12) Communication

- a) 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
- b) Ensure that contractor employees are trained and suitably qualified for the risks involved.
- c) Implement a communication process with Bank of Baroda and contractor employees on equipment hazards, unsafe conditions or acts and actions required to prevent injury or damage to property and where necessary, to provide suitable and effective means of warning
- d) 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.

13) Safety Management

- a) 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.
- b) Maintain records including but not limited to contractor employees' training, hazard assessments, communications, permits, licenses and accidental investigations.
- c) 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.

14) Disaster Recovery Plans

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

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>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. Contractor have to submit their bill before 3rd day of the month in a prescribed format along with supporting documents, if fail bank shall deduct 3% of the total bill amount. Contractor have also make the salaries of their staff before 7th day of the month if fail than bank shall deduct 1 % per week of the total bill amount. The payment shall be as per nos. of shifts (Hours) of service subject to Minimum Wage Act.</p>
<p>16) SAFETY CODE</p>	<p>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. During any construction and project works all personnel of the contractor working within the plant / site shall be provided with safety helmets. 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>

GENERAL CONDITIONS

A) 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, common areas such as lift lobby, staircase etc.	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 (for commercial & Guest house premises). 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
3	Dusting instruments, windows, glasses, mirrors, glass doors, glass windows, all vertical/horizontal surfaces and doors, venetian blinds, glasses / flasks kept in	Dry & vacuum	Daily

	executive cabins, meeting rooms, water purifiers, photo frames, carpet, Cleaning of tables, chairs, other furniture & fixtures, 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
5	Removing of cobwebs, cleaning of false ceiling, walls and roofs	Dry	weekly
6	Vacuum Cleaning of curtains, venetian blinds, sofas etc. of Guest House.	Vacuum clean	Once in week
7	Sweeping & cleaning of Kitchen & Pantry areas	Dry & Wet	Daily
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 guest houses.		Daily Morning, Also, as and when required during day time
15	Sweeping/ Cleaning of Air conditioning Unit, 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 for idle utilization and energy saving aspect.		Daily
18	Segregation of dry and wet garbage and dumping them outside at approved locations. Garbage to be Disposing off at every days without fail, in case		On daily basis.

	noncompliance Rs 1000/- towards penalty shall be imposed for each event.		
19	The Electricians shall take care of all housekeeping 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	Deep Cleaning of Carpets with shampoo	Dry & Wet	Daily
21	Cleaning of Water Tanks – Overhead & Ground		Monthly

B) **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.

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. And also required to renew the license before expiry date of license, if fail, bank shall imposed penalty of Rs 2500/- per day from the date of expiry.
- 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.

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.

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. Contractor have to dispose of all the garbage/debris/wastage on same days, if fail, bank shall imposed penalty of Rs 1500/- per day/event.

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.

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 with the Bank will be forfeited.

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. The Supervisor would maintain a register in every premises 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.

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 be 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.

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 3rd of the following month and it will be settled by the Bank within 30 working days after deducting TDS, taxes etc.

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.
- 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.

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 form the contractor's bills.

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 form his responsibilities. 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. General Manager (FM, BCC) shall be the final authority for decision in such matters.

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. 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.

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.

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.

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.**

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.

Legal issue, if any, will strictly be under the jurisdiction of courts in Vadodara only.

SECTION C

BIDDER'S PROFILE:

All the supporting Documents are required to be submitted along with tender document. Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information. **All the documents submitted should be attested by the bidder.**

Sr.	Description	Bidders Response	Documents Required
C.1	Name of the Bidder/Firm	Enter your Company name.	No Documents required
C.2	Permanent Account Number	Enter Permanent Account No.	Submit supporting document.
C.3	GST No.	Enter GST No.	Submit supporting document.
C.4	Registered Office address	Enter your complete registered office address along with Pin code	Submit supporting document.
C.5	Email Address	Enter at least Five Email addresses	No Documents required
C.6	Phone/Mobile nos.	Enter at least Five Phone/Mobile nos.	No Documents required
C.7	Year of Establishment	Enter year of Establishment	Submit Certificate of Incorporation.
C.8	Status of the firm (Sole Proprietorship/ Partnership/ Ltd. Co./ Others)	Enter your status of firm.	Submit Certificate of Incorporation.
C.9	Name of Director/Partner/Proprietor	Enter Name of Director/Partner/Proprietor	Submit supporting document.
C.10	Name of the person who have power of attorney or Authorized Signatory	Enter the name.	Please Submit supporting document/power of attorney.
C.11	Account no., Bank name, NEFT Details, Address of the Bank, Branch Name, IFSC Code and MICR code	Enter Account no., Bank name, NEFT Details, Address of the Bank, Branch Name, IFSC Code and MICR code	Please Submit copy of cancelled cheque.
C.12	Net Profit/Loss Made by bidder in 2021-22	Enter your net profit/loss	Submit Income Tax Return filed for the year.
C.13	Net Profit/Loss Made by bidder in 2022-23	Enter your net profit/loss	Submit Income Tax Return filed for the year.
C.14	Net Profit/Loss Made by bidder in 2023-24	Enter your net profit/loss	Submit Income Tax Return filed for the year.
C.15	Annual Turnover of bidder in 2021-22	Enter your Annual Turnover	Submit Audited Balance Sheet for the year.
C.16	Annual Turnover of bidder in 2022-23	Enter your Annual Turnover	Submit Audited Balance Sheet for the year.
C.17	Annual Turnover of bidder in 2023-24	Enter your Annual Turnover	Submit Audited Balance Sheet for the year.
C.18	Details of EMD submitted to Bank of Baroda	Enter UTR No. and Bank Name along with date	Submit Scanned copy of NEFT / RTGS / Transfer / Deposit Receipt

SECTION D

ELIGIBILITY CRITERIA:

All the supporting Documents are required to be submitted along with tender document. Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information. **All the documents submitted should be attested by the bidder.**

D.1	Prequalification Criteria for Vendor (Bidder) who is submitting the bid.		
	Prequalification Criteria	Bidders Response	Documents Required
D.2	Bidder should have made net profits during last three financial years. (2021-22, 2022-23, 2023-24).	Mention Yes/No.	in Copy of the last three years audited financial statements
D.3	Bidder Average Annual turnover of the company of last three years should not be less than 0.30 cr.	Mention Yes/No.	in Copy of the last three years audited financial statements
D.4	Bidder should have experience of satisfactorily completion of P&FMS work in various office /organization across India during the last 7 years as of 31/03/2024.	Mention Yes/No.	in Copy of Work Order & Satisfactory work completion certificate.
D.5	The tenderer(s) in their own name should have satisfactorily executed the work of similar nature in Semi Govt. /Govt. & Public / Private Sector Organizations during last seven (7) years (up to 31/03/2024) a) Three similar completed works each of value not less than the value equal to Rs. 0.38 Cr. OR b) Two similar completed works each of value not less than the value equal to Rs. 0.48 Crores. OR C) One similar completed works each of value not less than the value equal to Rs. 0.76 Crores	Mention Yes/No.	in Copy of Work Order/Work completion certificate.
D.6	Bidder must be an Indian firm company/organization registered under Companies Act	Mention Yes/No.	in Certificate of incorporation issued by Registrar of Companies
D.7	Bidder should have presence of their Registered office / service office at Gujarat.	Mention Yes/No.	in Copy of address and contact number

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

SECTION: E

TERMS & CONDITIONS

E.1 General Terms & Conditions

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

E.2 Earnest Money Deposit (EMD)

Earnest Money Deposit of Rs. 95,000/- (Rupees Ninety Five Thousand Only) has to be submitted through NEFT/RTGS. The Earnest Money Deposit of unsuccessful bidders will be refunded on acceptance of the work order by the successful bidder. **Earnest Money Deposit shall not carry any interest.** The EMD of successful bidder will be adjusted while settling the final bill.

The Earnest Money Deposit will be forfeited if:

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

Bidder shall Upload the NEFT/RTGS/Transfer/Deposit receipt. Please note that firms/agencies claiming exemption from submission of EMD under any statutory authority/law (eg. NSIC etc.) shall be required to submit necessary documents viz. valid registration certificate etc. to the satisfaction of the Bank. Such firms shall ensure to submit copy of valid Registration Certificate duly signed and stamped in a separate cover (in lieu of the EMD).

E.3 Initial Security Deposit:

An amount equivalent to 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 shall be refunded by the bank after the expiry of the contract without any interest. Amount of Security Deposit shall be rounded off to the nearest thousand.

Bank Guarantee in lieu of Security Deposit is also acceptable.

Performance Bank Guarantee:

The performance Bank Guarantee (BG) shall be 5% of contract value per year as security deposit has to be submitted 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 **37 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.4 Service Level Agreement

ARTICLE OF AGREEMENT made at Vadodara this day of 2024 Between **Bank of Baroda**, a Body Corporate constituted under the Banking Companies(Acquisition and Transfer of Undertakings) Act, 1970 having it's Head office at Mandvi, Baroda and corporate office at BCC, C-26, G-block, Bandra kurla Complex, Bandra (E), Mumbai 400051 (Hereinafter called 'the Bank') of one part

And

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

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

WHEREAS the Bank being desirous of outsourcing the job of Manning and Maintenance of Bank of Baroda **Residential & Commercial premises at Vadodara (i.e. Guest House: Gulistan & Vimal Appt, Residential quarters: BOB House, Vimal Appt, Akshay Appt & Sainath Plaza)** for a period of three years and for the said purpose, the Bank has issued tender dated _____, inviting offers from several Premises and Facility Management Service providers;

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

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

AND WHEREAS the P&FM Service Contractor has deposited the security deposit of Rs _____ In token of performance of this Agreement for three years from the date of commencement of the work as defined herein with provision for annual performance review of the Agreement every year if so desired by the Bank.

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

1. For the consideration hereinafter mentioned, the Bank hereby appoints M/s _____ as the P&FM Service Contractor and the P&FM Service Contractor will carry out and render the services described by or referred to in the tender. The conditions for the services (the said conditions) have been annexed herewith and shall be read and construed as forming part of this Agreement. The parties hereto shall abide by, submit themselves to the conditions, and perform the task on their parts respectively in such conditions contained, as per the Agreement. This Agreement and Schedules and documents annexed herewith shall form the basis of this contract.
2. **Scope of work:**
 - a. As per Schedule I hereto.
 - b. The Bank reserves to itself the right of altering the scope of work and nature of the work by adding to or omitting any items of work or having portion of the same

carried out through other agency without prejudice to this contract . The P&FMS contractor will only be paid for the actual service performed and work done payable at the accepted unit rates.

3. **Payment Terms:**

a. The Bank will pay the P&FM Service Contractor the said contract amount, Rs.....(Rupees.....) (hereinafter referred to 'the Contract Sum') or such other sum as shall become payable hereunder at the times and in the manner specified in Schedule II and the said conditions.

b. This contract is a fixed Lump Sum contract and for manning and maintenance of the buildings and it's services / facilities and to be paid for proportionately according to the actual performance.

c. All payments by the Bank under this contract will be made only at Vadodara in Indian Rupees and shall be within 30 days from the submission of bills including period of checking subject to bills being complete and in the format to be mutually agreed.

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

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

4. **Standard of Performance:**

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

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

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

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

5. Representations & Warranties of Parties to this Agreement:

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

- Each Party is validly incorporated / constituted and existing and has the requisite corporate and other requisite approvals for executing this Agreement and holds and will keep in force the licenses and approvals required for performing their part of the obligations hereunder.
- The signature and delivery of this Agreement by each Party has been duly authorized and performance by each Party shall not result in the breach of any term or provision of any applicable law, charter, by-law or Agreement to which each Party hereto is a party or by which is bound; and
- This Agreement constitutes a valid and binding Agreement

6. Applicable Law and Jurisdiction:

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

7. Termination:

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

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

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

8. Insurance:

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

9. Indemnity:

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

b). The P & FM Service Contractor shall indemnify and keep the Bank, it's directors, officers, employees or agents indemnified and saved harmless against claims, costs, expenses (including attorney's fees), damages, actions or proceedings bought or instituted against the Bank, it's directors, officers, employees or agents by any of contractor's employees or any other third person or authority in connection with relating to or arising out of the performance of the services under this Agreement.

c). If for any reason, the Bank is obliged by virtue of the provisions of the Workmen's Compensation Act, 1923 or Contract Labour (Regulation and Abolition) Act, 1970 or Employees Provident Fund and Miscellaneous Provisions Act, 1952 any statutory modification or re-enactment thereof or law relating to performance of the services by the contractors to pay compensation to workmen employed by the P&FM Service Contractor in execution of work or providing services, the Bank shall be entitled to recover from the P&FM Service Contractor the amount of compensation so paid and special damages for any persecutions launched and/or penalty or punishment imposed.

10. Dispute Resolution:

a). Bank of Baroda and service provider shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the agreement. However, if such consultations do not result in satisfaction to either party within thirty (30) days after one party has given written notice to the other to commence such consultations, then either party may refer the dispute to arbitration. Any dispute, controversy or claim arising out of or relating to this Agreement, or interpretation, breach, termination or invalidity of any term hereof, shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996.

b). All questions, disputes or differences arising under and out of in connection with the contract, shall be referred to sole Arbitrator appointed by Bank and the award of the arbitrator shall be final and binding on the parties. The arbitrators

shall refer to the English text of this contract and all proceedings shall be conducted in English.

c). The selected bidder shall not be entitled to suspend the services or the completion of the job, pending resolution of any dispute between the parties and shall continue to render the services in accordance with the provisions of the contract/ agreement notwithstanding the existence of any dispute between the parties or the subsistence of any arbitration or other proceedings.

11. Notices and other communication:

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

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

12. Assignment:

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

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

14. Amendment:

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

15. Severability:

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

If the contract is with a Partnership or an Individual

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

If the contract is with a company.

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

Signature
(Bank)

Signature
(P&FM Service Contractor)

Name and Designation

Address

Bank of Baroda
Facilities Management Dept.,
Baroda Bhawan, Alkapuri,
Vadodara

P&FM Service Contractor

WITNESSES

WITNESSES

1

2

E.5 Place of Order

Order will be placed by Facilities Management Deptt, Baroda Bhawan, Vadodara.

E.6 Validity Period of the Offer

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

E.6 Authorized Signatory

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

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

E.7 Bank of Baroda reserves the right to

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

E.8 Cancellation of contract and compensation

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

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

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

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

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.

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.

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.

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.

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.

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

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

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.

FORFEITURE OF EMD:

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 Security Deposit as required under this tender.

The bidder violates any of the provisions of the tender terms and conditions.

CONTRACTOR TO INFORM HIMSELF FULLY:

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

In case of difference between the rates written in figures and words, the rate adopted (in words) for working out the total amount of the item in the tender form, shall be taken as correct. In all other cases the correct rate would be that which is lower. In all cases of omissions and / or doubts or discrepancies in any item or job requirement, a reference shall be made to the General Manager & Head, Estate Management, whose elucidation, elaboration or decision shall be considered as authentic and final. The contractor shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.

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.

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.

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.

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.

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

I / We hereby declare that I / We have read and understood the above instructions for

guidance of bidders.

Witness

Signature of Bidder

(Seal)

E.10 Disqualification

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

E.11 Arbitration

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

E.12 Indemnity

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

E.13 No Commitment to Accept Lowest or Any Tender

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

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

E.14 Subcontracting

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

E.15 Governing Language

The governing language shall be English.

OTHER TERMS AND CONDITIONS

1. Adherence to Terms and Conditions

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

2. Governing Law

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

3. Dispute Resolution

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

4. Termination for Default

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

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

5 **Confidentiality**

This document contains information confidential and proprietary to the Bank. Additionally, the selected Bidder s shall be exposed by virtue of the contracted activities to the internal business information of the Bank. Disclosures of receipt of this RFP or any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the selected Bidder s, premature termination of the contract, and / or legal action against the selected Bidder s for breach of trust.

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

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

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

6. **Authorized Signatory**

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

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

7. **Subcontracting**

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

8. **Single Point Of Contact & Direct Support**

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

9. Information and Secrecy

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

10. Bid Rejection Criteria

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

- Bid submitted by holding company and its subsidiary
- Bids submitted by one or more companies having common director/s
- Bids submitted by one or more partnership firms / LLPs having common partners
- Bids submitted by one or more companies in the same group of promoters / management
- Any other bid in the sole discretion of the bank is in the nature of multiple bids.
- Related parties cannot submit bids. In case they do so both/all bids submitted by related parties are liable to be rejected at any stage.
- Bid submitted not as per terms and conditions
- Bids submitted without EMD or valid NSIC/MSME/KVIC certificates etc.
- Those who do not comply the minimum wages act, their applications will not be considered for evaluation of lowest bidder i.e L-1 even after opening of price bid.
- Service provider should consider the minimum wages act as per latest circular of GOI.
- The HRA/Conveyance/Allowances shall not be less than 5%.
- The EPF contributions are payable on maximum wage ceiling of Rs 15,000.00 as per present rate.
- If a Firm quotes Nil agencies charges (service), the bid shall be treated as unresponsive and will not be considered.
- Calculate 26 days while providing salary and minimum wage.

11. The Successful Bidder shall not assign the Contract to subcontractor. He shall not sublet any portion of the Contract except with the written consent of the Bank may serve a notice in writing on the Successful Bidder rescinding the contract

whereupon the security deposit shall stand forfeited, without prejudice to his other remedies against the Successful Bidder.

12. 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.
13. The contractor shall strictly comply with the provision of safety code.
14. Bank reserves the right for any addition/deletion/alteration of materials/specifications before/after awarding the job without any compensation.
15. Bidder shall abide by the Minimum Wage Act, Labour Laws/Bye-laws, Shops & Establishment Act etc. of the State Government / Statutory bodies.
16. All necessary permit/license, permission from public authorities etc., if required, has to be arranged by the contractor.
17. If the quality of material supplied is found to be unsatisfactory by us at any point of the contract period, Bank is entitled to terminate the contract or withdraw the work order and get the balance supply at your risk and cost by any other agency particularly in case of the following defaults from bidder side.
18. 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, conforming to the ISI standards.
21. Bank will deduct TDS, other applicable taxes/surcharge/cess etc. as per norms.
22. Bank reserves the right to accept or reject any/all the offer without giving any reasons thereof.
23. Bank reserves the right to select/reject of the tenders. Conditional tenders/offers are liable to be rejected. Dispute, if any, will be subject to Vadodara jurisdiction only.
24. Faxed or emailed copies of any submission are not acceptable and shall be rejected by the Bank.
25. All supporting documents duly self-attested are to be stamped, and attached along with the bid.
26. Incomplete or partial or faulty submissions shall be rejected.

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

27. OPENING OF BIDS:

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

Bids not accompanied with EMD will not be opened.

28. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities, and/or the Schedule of Rates and Prices which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.

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

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

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

Without prejudice to the other rights of the Bank against contractors in respect of such default, the Bank shall be entitled to deduct from any sums payable to the contractor the amount of any damages, compensation costs, charges and other

expenses paid by the Bank and which are payable by the contractor under this clause.

30 Termination of Contract by the Bank

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

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

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

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

Or shall assign or sublet this Contract without the consent in writing of the Bank first had and obtained Or shall charge or encumber this Contract or any payments due Or which may become due to the Contractor hereunder.

31 Bank of Baroda reserves the right, but not any obligation, to undertake a pre-shipment inspection of the complete central system in a factory test environment. For this purpose, Bank of Baroda’s personnel may visit the factory site, if required.

32 In case of any default in services as mentioned in the tender, the bidder shall be blacklisted and the information may be shared with other authorities. If the vendor found blacklisted during last -7- years in any of the PSU Bank/ Govt. Organization, then vendor will be disqualified/terminated from the said tender.

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.

SECTION: F

ROLES AND RESPONSIBILITIES

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

1.0 Scope and Responsibilities

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

1.1 Operations

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

1.2 Maintenance and repairs

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

1.4 Energy Audits

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

1.5 Breakdown Maintenance

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

SECTION: G

QUALITY CONTROL AND ASSURANCE

1.0. P & F MANAGEMENT SERVICES CONTRACTOR'S RESPONSIBILITIES

1.1 Quality Control

P & F Management Services Contractor shall be responsible for 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)

To
The Chief Manager ,
5th Floor, Facilities Management Department,
Baroda Bhavan, Head Office,
Vadodara 390007.

Dear Sir,

Re : **Confirmation of Insurance Policies / Agreement No. _____ for Premises & Services Management for Commercial & Residential premises at Vadodara.**

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

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

Corporate or Company Seal

Authorised Signature

Name of Company

By

Title

PROPOSED WORK METHODS, SUPPLIES AND PLAN

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

JOB DATA FOR VARIOUS INSTALLATIONS

AIRCONDITIONERS

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

LIFT INSTALLATION

The electrical lift in Residential quarters is under all-inclusive Annual Maintenance Service Contract (AMC) with the suppliers of the lifts. That the suppliers carries out the periodic maintenance. The regular cleaning of lifts will be under scope of work.

PLUMBING

Maintain all supply and drainage pipes, ensure that there is no chokage and the system is working at self-cleansing velocity without surcharging at the Manholes / Inspection chambers.

Maintain all valves, tapes, floats and other plumbing and sanitary fittings along the perimeter wall free from leakages.

Maintain all fixtures (cistern, basin, commode, urinals, taps, etc) and pipes in the toilet.

Check supply and drainage to and from water cooler and water filter.

Before each monsoon, check and clean storm water drain and pipes of silt, debris and dry leaves.

Reporting and Record keeping

1. Management reporting and process reviews

The employer shall approve the format for the monthly report

2. Operating Meetings

During the early stages of the agreement it is expected that the frequent operation meetings will be required between the P&FMS contractor's account manager and 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.

3. Progress Meetings

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

4. Performance Review Meeting

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

5. Quality Assurance

The contractor shall implement a quality system in accordance with ISO9001-2000 standards The contractor shall develop, in conjunction with the employer's representatives, the standards of service to be provided and how performance to be measured and monitored.

A set of "Formats" Recommended for use for operation, maintenance and repair records

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

S. No.	Name of record
1	Customer/staff complaint register
2	Water supply plus water tank report
3	Housekeeping schedule
4	Work instructions for housekeeping O & M Team
5	Checklist for toilet
6	Checklist for office area
7	Checklist for common areas
8	Performance slip
9	Incident report form

10	Outgoing material pass
11	Daily occurrence register
12	Site visit book
13	Lost / found property register
14	Checklist for periodical audit
15	Break down complaint register
16	Break down work order

SECTION : H

ANNEXURE -I

COMPLIANCE

Bidders have to agree only the following terms & conditions.

Sr. No.	Description	Bidders Response
G.1	We confirm that we will abide by all terms and conditions mentioned in this tender Document.	Agree only
G.2	We confirm that we will abide by all the changes made in corrigendum/addendum.	Agree only
G.3	We confirm that we will abide by all the new clauses added in the corrigendum/addendum.	Agree only
G.4	We confirm that we have uploaded and attached electronically all the relevant documents required as per the provisions of the tender Document.	Agree only
G.5	We confirm that the Technical Bid and the Commercial Bid are submitted by us as per the provisions mentioned in the tender Document.	Agree only
G.6	We have made a complete review and careful examination of the terms of the tender Document and we hereby unconditionally and irrevocably accept, agree and acknowledge the terms mentioned thereof.	Agree only
G.7	We hereby confirm that we satisfy the entire eligibility criterion and Requirements conditions to execute the job as and wherever prescribed in the tender Document.	Agree only
G.8	Bank reserves the right for any addition/deletion/alteration of quantities to be supplied before/after awarding the work without any compensation.	Agree only
G.9	Bank reserves the right to verify / evaluate the claims independently made by us in this tender Document.	Agree only
.10	Bank reserve the right to reject any tender without assigning any reason whatsoever and also does not bind it to accept the lowest or any specific tender. At the sole discretion and determination of the Bank, the Bank may add or alter any other criteria for evaluating the proposals received in response to this tender. The decision of our Bank in this regard will be final & binding.	Agree only
G.11	We confirm that we have noted the contents of the tender and have ensured that there is no deviation in filing our response to the tender and that the Bank will have the right to disqualify us in case of any such deviations.	Agree only
G.12	We agree that the Bank is not bound to accept the lowest or any Bid that the Bank may receive.	Agree only
G.13	We confirm that rates quoted in Bill of Quantities exclusive of GST	Agree only
G.14	We agree that we have not been blacklisted by any PSU Bank / IBA/RBI/Govt. organization/Public Body during the last seven years. Self-Certified letter duly signed on our letterhead is attached.	Agree only

SECTION: I

APPENDIX

Date of Commencement of work	10th day from the date of letter of intent issued by Bank of Baroda
Period of Contract	36 months from the date of contract
Payment of Bills by the Bank	Monthly payment as per Price Bid (Part II). To be submitted by the 1st week of Month & the same will be cleared within 30 days from date of receipt of bill
Escalation	The prices shall remain firm and shall not subject to variation for any reason whatsoever
Categorization of workers	Cook cum caretaker – Semi-Skilled - 2 Nos. Housekeeping Servicemen – Un-Skilled - 6 Nos.

Place

Date

Signature of the Bidder