



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2023/B/3833374  
Dated/दिनांक : 23-08-2023

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	14-09-2023 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	14-09-2023 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	30 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Finance
Department Name/विभाग का नाम	Department Of Financial Services
Organisation Name/संगठन का नाम	Bank Of Baroda
Office Name/कार्यालय का नाम	Chennai Zone
Item Category/मद केटगरी	Facility Management Services - Lump Sum Based - Commercial; O&M of Electrical Work, Housekeeping, Pest Control Service, Horticulture Services, O&M of Civil Work, O&M of Mechanical Work; Consumables to be provided by service provider (inclusive in con..
Contract Period/अनुबंध अवधि	3 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	30 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	7 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No

**Bid Details/बिड विवरण**

<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Bidder Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	8 Days
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	9000000
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	Bank Of Baroda
EMD Amount/ईएमडी राशि	100000

**ePBG Detail/ईपीबीजी विवरण**

Required/आवश्यकता	No
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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

General Manager  
CHENNAI ZONE, Department of Financial Services, Bank of Baroda, Ministry of Finance  
(A Saravanakumar)

**Splitting/विभाजन**

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

**MII Compliance/एमआईआई अनुपालन**

MII Compliance/एमआईआई अनुपालन	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or

2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or

3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

**Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :**

PRICE BID - [1692781517.xlsx](#)

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Geographic Presence in states:**TAMILNADU

**Total experience in providing facility management services to government departments, public sector companies, and government autonomous organizations::**As per the detailed Terms and conditioned enclosed herewith

**Details of the premise:**[1692781527.pdf](#)

**Scope of work:**[1692781589.pdf](#)

**Facility Management Services - Lump Sum Based - Commercial; O&M Of Electrical Work, Housekeeping, Pest Control Service, Horticulture Services, O&M Of Civil Work, O&M Of Mechanical Work; Consumables To Be Provided By Service Provider (inclusive In Con.. ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Type of Premises	Commercial
Type of services required	O&M of Electrical Work , Housekeeping , Pest Control Service , Horticulture Services , O&M of Civil Work , O&M of Mechanical Work
Cost for Consumables/Materials	Consumables to be provided by service provider (inclusive in contract cost)
Service component	Cleaning & Sanitation , Regular work of Guest House/ Hostel (Hospitality) (such as porter services, lift man, etc.) , Gardening , General Pest Control , Rodent control , Vector control (mosquitos/ insects) , Termite Control (Spot treatment/ drilling treatment) , Cockroach control , Carpentry , Masonry , Painting , Sewer/Drainage , Plumbing , Water Supply , Electrical Supply of HT/LT , Cooking and catering , Waste Management , HVAC , DG Sets , Lift , Fire Fighting System , Pumps , Landscape , Visitor Management & Access Control , Transformers
<b>Addon(s)/एडऑन</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	To be set as 1	Additional Requirement/अतिरिक्त आवश्यकता

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	To be set as 1	Additional Requirement/अतिरिक्त आवश्यकता
1	Kanagasabapathi	600004,BANK OF BARODA ZONAL OFFICE THIRD FLOOR BARODA PRIDE 41 LUZ CHURCH ROAD MYLAPORE CHENNAI	1	N/A

## Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

### 1. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---



**INTEGRATED FACILITY MANAGEMENT SERVICES FOR BANKS BUILDINGS AT**

- 1. BARODA PRIDE - MYLAPORE, &**
- 2. BARODA ASHRAY - RESIDENTIAL FLATS AT CENOTAPH ROAD- CHENNAI**

TENDER DOCUMENT

Facility Management Services

NIT NO: BOB/CHNZ/PRE/JKS-02-2023

The General Manager  
Bank of Baroda,  
Chennai Zonal Office,  
Baroda Pride, III<sup>rd</sup> Floor  
41, Luz church road, Mylapore  
Chennai – 600 004

**A. NOTICE INVITING TENDER & BRIEF TO TENDERERS**

1. BANK OF BARODA is a corporate body constituted under the banking companies (Acquisition and Transfer of Undertakings) Act 1970 and having its Head Office at Mandvi Baroda and the Zonal Office at 41, Luz Church Road, Mylapore, Chennai.

Chennai Zonal Office invites tenders on lump sum basis for *Integrated Facility Management Services*.  
*Brief tender detail:*

Sl. No	Description	Details
1.	Title of work	<i>INTEGRATED FACILITY MANAGEMENT SERVICES FOR THE OFFICE BUILDING AT MYLAPORE AND EXECUTIVE RESIDENTIAL FLATS AT CENOTAPH ROAD- CHENNAI.</i>
2.	Estimated cost	<i>Rs.90 Lakhs (Rupees Ninety Lakhs Only)</i>
3.	Contract Period	01 <sup>st</sup> October 2023 to 30 <sup>th</sup> September 2026 (3 years)
4.	Issue of tender document Starts on.	23.08.2023
5.	Last date and time for receipt of tenders.	14.09.2023 ; 15:00 Hrs
6.	Date and time of opening of tenders	14.09.2023 ; 15:30 Hrs
7.	Earnest money deposit (EMD)	Rs.1,00,000/- (One Lakh Only) in favour of The General Manager, Bank of Baroda payable at Chennai
9.	Contact No.	Premises Department. 044 – 2345 4373
10.	Clarification, if any, may be sent to	<a href="mailto:em.sz@bankofbaroda.co.in">em.sz@bankofbaroda.co.in</a> on or before 31.08.2023.

P.S: Integrated Facility Management (IFM) refers to a method of consolidating all facility services and functions i.e. Housekeeping, Plumbing, Carpentry, Electrical, Gardening, etc. under one outsourced team.

**2. Eligibility Criteria**

Sl. No	Eligibility Criteria
<u>1.</u>	Registrations a. Bidder should be a company registered under Companies Act or Partnership firm registered under Indian Proprietorship Act. Copy of the Memorandum and Articles of Association/Certificate of Incorporation/ Partnership Deed/ similar other relevant documents should be submitted as part of Technical Bid.  b. Bidder must submit Copy of PAN, GST Registration certificate, certificate for registration under Employee State Insurance Act, certificate for EPF registration, registration under applicable labour laws as part of Technical Bid
<u>2.</u>	Should have satisfactorily completed the works as mentioned below during the last Seven years. i. Three similar works each costing not less than Rs.36.00 Lakhs (or) ii. Two similar works each costing not less than Rs.45.00 Lakhs (or) iii. One similar work costing not less than Rs.72.00 Lakhs



	<p>Similar work shall mean works of Housekeeping and Facility Management Services of Multi storied Buildings. Cost of work referred above is for Single work order value.</p> <p>Certified copy of work orders and completion certificates issued by the authority concerned to establish work experience shall be enclosed.</p> <p>A client-wise list of work(s), year(s) of execution of work (s) awarded, and actual value of executed work(s), reasons for delay (if any), names and full contact details of the officers/ authorities/ departments under whom the work(s) was/were executed should be furnished as per Proforma 1, 2 &amp; 3.</p> <p>Client Reports duly signed by appropriate authority showing the details of work carried out must be enclosed along with technical Bid.</p> <p>Note: In respect of Departments other than Government Departments/Public sector Undertakings apart from the certificates mentioned above the TDS certificates (Form 26 AS) issued by Income Tax department matching with the payments related to the work executed shall also be enclosed.</p>
<u>3.</u>	<p>Should have average annual turnover of Rs. 30 lakh or more during the last three financial years ending March 31, 2023</p> <p>Copies of the Income Tax Clearance Certificates/ Income Tax Assessment orders/ IT Returns along with latest audited final accounts of the business of the Bidder duly certified by a Chartered Accountant or certificate of turnover issued by a Chartered Accountant should be enclosed as proof of their credit worthiness and turnover for the last three years.</p>
<u>4.</u>	<p>The Bidder should have minimum work force of 25 labours (unskilled/skilled labours) .The Bidder should furnish documentary evidence in support of their claim of having the required workforce on their payroll (PF Statement), Payroll/ESIC Statement.</p>

3. The documents furnished by the tenderers will be subjected to verification subsequently by the Bank. If found not meeting the requirement, such offers will be summarily rejected.
4. Tenders should be accompanied with Earnest Money Deposit for value specified in Para 1 above, in the form of Demand Draft of any Scheduled Commercial Bank. A confirmation that the tenderer agrees to all the terms and conditions and specifications of the tender 'in toto' shall be enclosed.

The tenderers shall quote rates and amounts tendered by them. The amount for each item shall be worked out and requisite amount to be given clearly. The rates shall be filled only on the price bid format furnished along with the tender document. Any conditions in the price bid will make the price bid invalid and liable for rejection.

Detailed scrutiny / evaluation will be carried out. During the evaluation of tech bids, the documents furnished by the tenderers will be scrutinized in detail. Any tender, found as not fulfilling the eligibility criteria will be rejected at this stage and such offers will not be considered for further processing.

5. Tenderers are requested to visit the sites and make themselves familiar with the work before submitting the tenders. The Tenderer will submit their Tender after carefully examining the whole of the Tender documents and the conditions of Tender, and of Contract, Appendix to the Conditions of contract, the specifications etc, after inspecting the site.

6. The tender accepting authority is not bound to accept the lowest or any other tender and reserves the authority to reject any or all the tenders received without assigning any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
7. The tender accepting authority also reserves the right to alter the scope/ or reduce quantum of work before issue of work order and the tenderer shall not have any claim what so ever on this account.
8. The tender accepting authority reserves the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
9. Canvassing directly or indirectly, in connection with tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
10. The tender accepting authority reserves the option to give preferences to the offers in accordance with the policies of the Government from time to time.
11. The tender should be valid for minimum period of 90 days from the due date of receipt of the tender specified in Para 1 above. If any tenderer withdraws the offer within the validity period or makes any modifications in the terms and conditions of the tender, the Bank shall without prejudice to any other right or remedy, be at liberty to forfeit the Earnest Money Deposit absolutely. Further, the tenderer shall not be allowed to participate in the re-tendering process of the work.
12. This tender is neither an agreement with any party, nor invitation to any party to perform work of any kind. The purpose of this tender is to share requirements of the Bank with all interested parties in order to enable them to submit their Bid. While the Bank has taken due care in the preparation of the information contained herein, the Bank does not claim that the information is exhaustive. Respondents to this tender are required to make their own inquiries and they should not rely solely on the information in tender. The Bank is not responsible if no due diligence is performed by the Respondents.
13. On concluding the tender, an agreement shall be drawn with the successful tenderer.
19. The tenderer will have to quote for all the sections in the tender document. In case any section is left blank, it will be construed that the bidder is willing to execute the underlying work contained in the section free of cost.
20. The Bank also reserves the right to negotiate or partly accept any or all the tenders received without assigning any reasons thereof. Any discrepancies, omissions, ambiguities in the tender documents for any doubts as to their meaning should be reported in writing to the office of the Zonal Manager who will review the questions and where information sought is not clearly indicated (or) specified the consultants will issue a clarification to all the tenders, which will become part of the contract document.
21. No part of the conditions/specifications should be deleted.
22. Bank also reserves the right to divide and distribute the work, floor wise / section wise / item wise and trade wise and this may please be noted by the tenderer. In such cases the decision will be

solely at the discretion of Bank. Tenderers are advised to ensure strict observance of commercial aspect of this tender.

23. The successful Tenderer shall furnish a list of his relatives working with the Employer along with their designations and addresses.
24. No employee of the Employer is allowed to work as a Contractor for a period of 2 years from his retirement from the service under the employer without the prior permission of the Employer. The contract (awarded) is liable to be cancelled if either the Contractor or any of his Employees is found at any time to be such a person who had not obtained the permission, as afore said before submission of Tender, or engagement in the Contractor service.
25. Validity period of Offer: The tender shall remain valid for 90 days from the date of opening of price Bid.
26. Liquidated damages: 0.5% per week subject to maximum of 5 % contract value.
27. The successful tenderer will enter in to agreement with Bank as per the standard format within 7 days from the date of receipt of work order.
28. Unless otherwise agreed or stipulated in this tender we are not concerned with any rise or fall in the prices of any materials or labour. The rates quoted shall include all costs, allowances, GST, etc. which may be enacted from time to time by the State and/or the Central Government and shall remain valid till the contract period. Under no circumstances we shall be held responsible for compensation or loss to the contractor due to any increase in the cost of labour and/or material etc.
29. All the compensation of other sums of money payable by the contractor to the Employers under the terms of this contract may be deducted from the Security Deposit or from any sums that may become due to the contractor on any account whatsoever in the event of the Security Deposit being reduced by reason of any such deduction; the contractor shall within 15 days of being asked to do so make good by Demand Draft any such sums which may have been deducted from the security deposit.

FORM OF TENDER

To,  
The General Manager  
Bank of Baroda,  
Chennai Zonal Office,  
Chennai – 600 004

Sir,  
Ref: *TENDER FOR INTEGRATED FACILITY MANAGEMENT SERVICES FOR BANK OF BARODA BUILDINGS (BARODA ASHRAY & BARODA PRIDE) AT CHENNAI*

Having examined the conditions, specifications and price bid and satisfying ourselves as to the location of the site and working conditions, I/we hereby offer to execute the above works at the respective rates which I/we have quoted on lumpsum basis in Price bid.

I/We herewith deposit Rs. 1,00,000/- (Rupees One Lakh only), by Demand Draft or Banker's Cheque drawn in favour of The General Manager, Bank of Baroda as Earnest Money Deposit for the execution of the works at my/our tendered rates together with any variations should the work be awarded to me / us.

In the event of this tender being accepted, I/we agree to enter into and execute the necessary contract required by you. I/We do hereby bind myself/ourselves to forfeit the aforesaid deposit of Rs. 1,00,000/- (Rupees One Lakh only), in the event of our refusal or delay in signing the Contract Agreement. I/we further agree to execute the work as stipulated in the tender documents. I/we agree not to employ Sub-Contractors without the prior approval of the Bank. I/we agree to pay GST and all other applicable taxes prevailing and be levied from time to time on such items for which the same are leviable and the rates quoted by me/us are inclusive of the same.

I/we understand that you are not bound to accept the lowest tender or bound to assign any reasons for rejecting our tender. I/we further understand that Bank of Baroda may award Contracts to more than one Contractor and that I/we shall make no claims whatsoever if Bank of Baroda accept only a part of my/our tender. We unconditionally agree to Bank of Baroda's preconditions a stipulated in the tender documents.

I/We agree that in case of my/our failure to execute work in accordance with the specifications and instructions received from the Bank, during the course of the work, Bank reserves the right to terminate my contract and forfeit the Earnest money deposit paid by me in additions to recovery of all the dues to the Bank from the payment receivable by me. Further I may also be barred from tendering in future for the Bank and its subsidiaries. I/we agree to keep our tender open for 90 days from the date of opening of Technical Bid.

The acceptance of this tender shall constitute a contract binding on us and any failure shall constitute a breach of contract by us, and the tender accepting authority shall be entitled to have the work executed at our risk and cost and to claim extra cost/expenditure incurred by them, from us.

(Seal and Signature of the Tenderer)

*TENDER FOR INTEGRATED FACILITY MANAGEMENT SERVICES FOR BANK OF BARODA BUILDINGS  
(BARODA PRIDE & BARODA ASHRAY) AT CHENNAI*

FIRM DETAILS

Name of Firm	
Address	
Mobile Number	
Phone Number	
Local Address of Firm	
Mobile Number	
Phone Number	
Email Id:	
PAN No:	
GST No:	
ESI / PF Registration No :	
Company Registration Details	
Any other Registration details relevant to the contract	
Name of Bank with address:	
Branch Code:	
Type of Account:	
Account No:	
IFSC Code no:	

Date:

**FINANCIAL DETAILS**

The bidder shall indicate herein his annual turnover during preceding 3 years based on the audited balance sheet/profit & loss account statement.

FINANCIAL YEAR	<u>ANNUAL TURNOVER (Rs.)</u>
2022-2023	
2021-2022	
2020-2021	

**NOTE:**

1. Copies of audited balance sheets with profit & loss account statement for last 3 years are to be enclosed along with the bid. Along with Auditors Details (Name, Address, Mobile Number, Email Id)
2. All relevant pages of audited balance sheet / profit and loss account are to be flag marked and relevant figures highlighted for easy identification.

SIGNATURE OF BIDDER : \_\_\_\_\_

NAME OF BIDDER : \_\_\_\_\_

COMPANY SEAL : \_\_\_\_\_

SEAL &amp; SIGNATURE OF BIDDER

APPENDIX-A – GENERAL DETAILS OF THE TENDER

S.No.	Description of work	:	<i>INTEGRATED FACILITY MANAGEMENT SERVICES FOR BANK OF BARODA BUILDINGS (BARODA PRIDE &amp; BARODA ASHRAY) AT CHENNAI</i>
1	Name of employer	:	Bank of Baroda, Chennai Zonal Office,
2	Address at which the tenders are to be submitted	:	The General Manager Bank of Baroda, Chennai, Zonal Office, Baroda Pride, III <sup>rd</sup> Floor 41, Luz church road, Mylapore Chennai – 600 004
3	Validity of the tender	:	90 days from the date of submission / as may be Extended
4	Earnest Money Deposit	:	Rs. 1,00,000/- (Rupees One Lakh only), DD in favor of The General Manager, Bank of Baroda , payable at Chennai
5	Tender rate includes	:	All taxes, duties, levies, royalties, fees, cess or charges in respect of the works and all other duties / taxes levied by the Central / State Government during the currency of the contract shall be borne by the contractor. <b>GST will be paid extra.</b>
6	Security Deposit	:	Sum equivalent to 2 % of contract value less EMD.
7	Liquidated damages	:	0.5% per week subject to maximum of 5 % of total contract value.
8	Contract Period	:	Period of Contract shall be 36 months ( subject to performance review on annual basis) from date of commencement of work and subsequent extension of contract , if any, will be decided by mutual negotiation between the Bank and Facility Management Service Contractor for further period of one / two years . The Bank reserves the right for splitting the order or not extending the contract beyond the said contract 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 FM Service Contractor during the contract period and / or extended period of service, Bank may terminate the services of the FM Service Contractor, with one month notice in writing.
9	Payment of bills	:	Monthly payment as per Price Bid (Part II). To be submitted by the 1st week of Month & the same will be cleared within 10 days from date of receipt of bill.
10	Escalation	:	The price shall remain firm and shall not subject to variation for any reason whatsoever.

Signature of tenderer with seal

APPENDIX – BSalient Conditions of Tender / Contract

1. 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 Contractor 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. The Contractor can quote the rate accordingly as we have ask the rate on yearly basis.
2. 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 performance review will be completed once in a month by the 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, detail checking / inspection will also be carried out by the committee of two officials of our department, one official of Security department along with Manager/Supervisor (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 calculate:

Example of scoring is mention below;

- Following system/performance parameters will be followed for payment in respected P&FMS service;
  - 1. Good performance - Full Payment
  - 2. Satisfactory performance - 5% less of monthly payment
  - 3. Not upto the mark less than - 10% less of monthly payment

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

3. Attending all the maintenance issues pointed out by the Bank.
4. Up keep of all the external building and open surfaces including regular watering of plants, removal of damaged leaves, branches, etc., putting manure as per contract terms and other routine gardening work. Cleaning of all the lights, conducting, switch board, sump pumps, ventilation, fan, etc including servicing as per the manufacturers specifications, cleaning repairing work including removal of dirt, dust, cow webs, switching on /off the light fixtures, AC plant, hydraulic water system. DG Set, HT/ET plants, ACP Plants, AHU's, and transformers.
5. Calling AMC agency periodically as per their AMC contract and timely renewal of their service contract.
6. Maintaining inventory of consumable items, and submitting monthly report along with bill.



7. The Bank will enter into Annual Maintenance Contracts for certain services 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 .
8. Vendors are supposed to take all the possible action to achieve 100% efficiency in the FM 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.
9. Requirement of no. of staff and labour deployment shall be occurred by the vendors looking into the task he has to perform under the FMS. Hence any point of time no such deficient should be observed.
10. The Bank's working hours shall be Monday to Saturday 10 AM to 5 PM, 6 days a week except Bank holidays and 2<sup>nd</sup> and 4<sup>th</sup> Saturday of the month. No extra payment will be given for working beyond these hours or on Sundays and Holidays if Service Contractor desires so for meeting the targets as per the terms of contract.
11. 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 25 days in a year.
12. 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 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.
13. The Bank will directly enter into Annual comprehensive Maintenance Contracts (AMCs) for certain services such as HVAC, lifts, A/C units water coolers, water purifiers , kitchen equipments, DG set etc. and attach these contractors to the P&FM Service Contractor for management and for certification of bills etc.
14. The Bank will make all payments to the Service Contractor for services rendered satisfactorily on monthly basis in accordance to the relevant clause of conditions of contract.

APPENDIX – C - GENERAL CONDITIONS OF CONTRACT

- a. The Service Contractor should quote in figures as well as in words the rate, and the amount quoted by them against each service. As indicated in Price Bid the amount for each item should be worked out and the requisite totals to be given.
- b. Earnest money deposit, amounting to Rs. 1,00,000/- ( Rupees One Lakh Only) in the form of Bank Draft drawn in favour of The General Manager, Bank of Baroda, payable at Chennai, must accompany Technical Bid of tender. The earnest money so deposited will be held by Bank of Baroda without interest and will be adjusted towards security deposit for due fulfilment of contract for period of 36 months. The same will be returned after satisfactory rendering of services for the contract period.
- c. The Bank is not liable to pay any interest on the earnest money. The earnest money of the unsuccessful bidder will be refunded with out 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.
- d. 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.
- e. 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.
- f. All rates shall be quoted on the proper form in Price Bid.
- g. On acceptance of the tender, the name of the accredited representative(s) of the contractors who would be responsible for taking instructions from the Bank shall be communicated to the Bank.
- h. 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.
- i. 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.
- j. SECURITY DEPOSIT  
The successful bidder has to deposit total 2% of the contract value ( for 3 years) or Rs TWO Lakhs which ever is less as security deposit. The earnest money, already submitted / deposited by them will be considered as security deposit on award of contract and balance amount has to be paid within 10 days of award of contract.
- k. **CONTRACTOR TO INFORM HIMSELF FULLY:** The Contractor shall be deemed to have carefully examined the work and site conditions including Labour, the general and special conditions, the job requirements, schedules of equipments 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, 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.

- l. 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.
- m. The Bank shall have right to carry a 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.
- n. The 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.
- o. 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.
- p. 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.
- q. 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. I / We hereby declare that I / We have read and understood the above instructions for guidance of bidders.

Signature of Bidder

APPENDIX – D - SCOPE OF CONTRACT:

## B. INDICATIVE SCOPE OF WORKS:

The assigned work shall be at,

- (1) Baroda Pride, Office building at Baroda Pride, 41, Luz Church Road, Mylapore, Chennai - 600004
- (2) Baroda Ashray, Residential apartment & Guest House at 23/10, Cenotaph Road Second Lane, Chennai – 600 018 (Only Common area and Guest House)
- (3) ZO Annexe, Sannathi Street, Mylapore, Chennai – 600 004.

Further, Electrician, Plumber and Carpenter services shall also be utilized at our Banks quarters at 'Rahul Towers', Cenotaph first street, Teynampet, Amar apartments, Adyar and Sindur Court, Mogappair.

Broad/indicative scope of the activities to be carried out, are provided below:

1. The supervisor, electrician, carpenter, Plumber can be common person for both the facilities. However, that should not hinder carrying out required work at either place which may arise simultaneously.
2. The works mentioned here are only indicative and not exhaustive. The scope will include such works which are further required in maintenance and up keep of these buildings, in good order, neat and clean.
3. The Contractor should undertake to provide all material required for the above functions; The material include consumables such as cleaning chemicals, mops, duster cloths, brooms, soaps, cleaning powder etc.
4. The Contractor undertakes to use only standard consumables. Either the brand used should be the ones approved by the Bank. For abundant caution, he may give in writing the brands he intends to use for each of the items and get the same approved by the Bank. Decision of the Bank in disapproving a brand does not change the cost agreed upon for the services under this contract.
5. The Contractor also has to ensure that the required ladder, stools, buckets, mugs, dust collectors, vacuum cleaner for cleaning carpets, other equipments required for planting, cutting, wiring, cooking vessels etc., are provided in these buildings for smooth completion of all the required works.
6. The personnel engaged should be provided with proper uniform and should be decently clad.
7. The supervisor should visit the places on daily basis and should be available for the inmates/staff members to call, at any point of time.
8. The Contractor should ensure that he pays the wages and other compensations in accordance with the Laws in vogue. Any damage incurred by the Bank on account of the facility manager's failure to comply with the rules and regulations / laws, will be recovered from the facility manager, including as recovery from any amount that may be payable to him/her.
9. Gardening – Maintenance of the Garden in proper order, watering and planting saplings wherever needed.
10. Carpentry – Mending and maintenance of doors, Cupboards, window panels and doors, other wood work related to the building, as needed.

11. Electrical maintenance – Maintenance of the entire common electrical work, including managing and maintenance of the generator, motors, electrical fittings in the common area, and guest house.
12. Undertaking pest control periodically, in common areas, guest house as required.
13. Caretaker for the guest house, who will maintain the unit spic and span, undertaking to do all the required work at the guest house, washing of the clothes (bed sheets, etc) and cooking for providing food to the inmates of the guest house at the pre-approved cost, if need be.
14. Supervisor should be available as single point of contact for the inmates to correspond to and to monitor the work in accordance with the requirement and the contract.
15. Up keeping of the entire premises neat and clean: The work includes the following:
  - Sweeping the floors on daily basis
  - Mopping the floors on daily basis
  - Cleaning of toilets including Toilets attached to Guest Rooms at Guest House on daily basis.
  - Cleaning of the vessels/plates/dining tables in the canteen and executive lunch room on daily basis.
  - Cleaning / dusting of the work tables, computers, printers, etc., on daily basis.
  - Maintenance of the blinds/curtains.
  - Cleaning the window pans, glasses
  - Cleaning all work tables, chairs and sofa sets.
  - Providing water to all staff members
  - Periodical cleaning of the carpets
  - Periodical cleaning and removal of cobwebs.
16. Supervisor should be available as single point of contact for the inmates to correspond to and to monitor the work in accordance with the requirement and the contract.

The single point responsibility shall cover:

(a) Ground maintenance to keep good appearance, maintain clean / hygiene conditions of the property, parking, paving, roads and landscaping, provide specialist maintenance of the same for both the properties.

(b) Environmental services including cleaning of all common areas, including interior areas of offices, Branch, Currency chest, also toilets, Electrical rooms within office areas, cleaning floors, walls, columns, furniture, litter bins, lifts, staircases, ramps, basements internal and external glass etc. Cleaning of all common areas, including staircase, interior areas of Lifts also toilets in Guest Rooms, Community Hall, Gymnasium and ground floor common toilet, Electrical rooms, cleaning floors, walls, columns, furniture, litter bins, internal and external glass etc. The environmental services shall also include cleaning of special architectural and decorative features and internal planting, toilets including wash areas, floors, ceiling, walls, cubical partitions, mirrors, light fittings, vertical blinds, carpets in flooring, ceiling grills and diffusers, sanitary wares, washbasin sanitary bins, soap dispensers, pantry facility. The services shall also include cleaning of external surfaces of the building including open terrace, lift machine rooms, all service shafts, water tanks, paved areas, manholes, etc. Overhead water tanks and UG sumps at Baroda Pride and Baroda Ashray to be cleaned once in 3 months with six stage cleaning process, viz Mechanized Dewatering, Sludge Removal, High Pressure Cleaning, Vacuum Cleaning, Anti-bacterial Spray and UV Radiation.

Any blockage in the drainage / sewerage line to be attended and cleared immediately.

- (c) Waste Management :Devise and implement waste management systems for removal of waste from office / common areas/ other designated areas as well as flats to central collection Centre initially and final disposal outside the site as prescribed by the local statutory bodies like pollution board, CoC etc.
- (d) Operation and maintenance of plumbing, water supply, drainage, sewage installations. Operation of HT/LT electrical installations and DG set by a licensed electrician.
- (e) Effective coordination with the following AMC contractors.
- AC Plants
  - Lifts
  - D G Set
  - Fire fighting/ detection equipment
  - Transformers
  - Panels , Battery charger, etc
- (f) Liaising with all statutory / public bodies, ensuring/making timely payment of all dues and taxes etc. to these bodies, keeping all NOCs and permits duly validated at all times and taking prompt action to renew the same. No additional allowance will be paid to the agency for the same. P&FM Service Contractor has to identify one or two persons for delivering cheques to TNEB/BSNL/CMWSSB 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.
- (g) Building maintenance (windows, facade, external / internal faces of glasses, stair wells, lobbies, WC areas and lighting systems.( With due safety precautions). Bank will not be liable for any mishap / accident occurring during this service)
- (h) Internal and external pest control services. Will Attend to all common areas on a monthly basis or as & where required to and keep the building both externally & internally pest free. This cost must also include the cost of Rodent control.
- (i) Janitorial services
- (j) 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.
- (k) Assist the Bank technically and administratively in the process of maintaining an asset register.
- (m) Assist the Bank in preparation of yearly operations budgets and maintain spares inventory.
- (o) Maintain all doors/ door closures, furniture and attending carpentry work
- (p) Timely statutory payments/ delivering cheques, letters etc
- (q) Gardening and maintenance of plants

### ROLES AND RESPONSIBILITIES

- a. Contractor will coordinate & oversee the daily, Weekly, & Monthly M&E operations In both the buildings. Also will operate all common equipment Installed In the building like, DG Set, Access control & CCTV, HVAC, Electrical panels , Programmable Logic Controller FAS etc

& will also comply with all ISO, norms & documentation.

- b. Provision to be made for break down & preventive maintenance like shutdown etc on weekends & holidays only.
- c. All tools and equipment to be provided by the contractor for all mechanical & electrical including Plumbing and Gardening works to be carried out in the buildings, which should also include safety equipment etc.
- d. All spares and consumables like plumbing materials, tubes, chokes, coils ELCB etc. Will be produced from the market after obtaining 3 quotes and will be reimbursed by Bank of Baroda.
- e. The contractor must cover all employees under his charge for all statutory compliances like ESIC, PF, accidental insurance's/death. All staff working in the building must be professionally trained to perform duties entrusted to them and must be in proper uniform at all times.
- f. The above-mentioned-manpower is based on the fact that the building systems are not automated also the daily proactive & preventive maintenance program will have to comply to international standards. If required contractors may remodel the some without compromising on quality.
- g. The Electrician will be Diploma holder / Technician in Electrical Engineering and having experience not less than 5 years. He shall take care of all electrical, electromechanical equipments, HVAC, lifts, panels etc. He should be a holder of supervisory license. Electricians and Plumbers should be license holders.
- h. Carpenter engaged has to maintain all doors/ door closures/ floor springs and attend minor repairs of furniture ( steel / wooden) provided in the building . The price quoted shall include cost of all tools and tackles required for attending above job. It is the sole responsibility of the Services Contractor to ensure that the Operation, Maintenance and repairs are performed to the highest standards.
- i. The Contractor will also see to Pest Control of all common areas on regular basis or as & where required to keep the building both externally & internally pest free. This cost must include the cost of Rodent control.
- j. Periodicity
  - i. Pest control   Once in two weeks
    1. (Gel treatment in office, toilet, canteen area) and chemicals treatment in passage, godown etc.
  - ii. Rodent control- Once in a month.
- k. The contractor must cover all employees under his charge for all statutory compliances like ESIC, PF, accidental insurance's/death. all staff working in the building must be professionally trained to perform duties entrusted to them and must be in proper uniform at all times.
- l. The Contractor will oversee all horticulture / gardening activities in both the buildings on a

day to day basic-Cost of consumables & machines must include the cost of a lawnmower, scissors, spades etc. The cost of mud & manure to be filled in as well as cost of chemical & pesticide (continuous) required to be included.

- m. Maintaining plants including watering, pruning, arranging necessary equipments / pipe all complete.
- n. Once the job is awarded, the contractor shall submit detailed schedule of work to be done on daily basis. The scope of work includes
  - i. Watering of plants – indoor / out door
  - ii. Trimming and maintenance of lawn
  - iii. Re shuffling of plants to give them sunlight once/ twice a week as required
  - iv. Placing of pots as instructed by the department.
  - v. Spraying of insecticides
  - vi. Filling / refilling the soil manure in the pots, indoor / out door plants, lawn, etc and all the relevant horticulture articles.
    - 1. Planting additional seasonal plants as per the season.
- o. The above-mentioned manpower/cost is based on the fact that the building. Fabric and the nature of the surrounding area, which is rodent prone hence the proactive & preventive measures & program, will be based on international standards. However contractors may remodel the some without compromising on quality.
- p. The Contractor is fully responsible for safe operation, effective maintenance and repairs of Plant and Machinery, Electrical, Mechanical, Plumbing, Carpentry, Sanitation, Health / Hygiene, etc.

Operations: Contractor shall be fully responsible for operation of plant, equipment and or its accessories and controls in accordance with its requirements and function and keep systems working at all times. Contractor shall also be responsible for observing and maintaining the electrical installations & plants in accordance with state electricity board, electrical inspectorate and other local bodies at all times.

- q. Records of operation and maintenance: The 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, diesel log, starting, stopping times of various equipments, daily record of unusual observations
- r. Maintenance and repairs: It is the sole responsibility of Contractor to ensure that the operation, maintenance and repairs are performed to the highest standards. The Contractor shall submit, the proposed preventive maintenance schedules wherever called for.

**s. Caretaker services at Guest House:**

Caretaking of Bank's Guest Rooms in the Residential Premises at Cenotaph Road:

Services to be rendered by Caretaker deputed at Bank's Guest House at Cenotaph Road:



- Twenty Four hour housekeeping duty which includes updation of Visitor's Record.
  - Incharge of visitor's check-in and check –out process
  - Overall maintenance of the rooms which includes changing of linens, keeping the rooms clean, laundry work etc.
  - Services include maintaining kitchen, replenishing Gas cylinders, groceries etc.
- Caretaker has to provide Tea, coffee, Food as per the requirement of guests. (Cost of Tea, Tiffin and Food will be reimbursed by the Occupant / Bank as the case may be at the pre-approved rates).
- As and when any Electricity, HVAC, Lift, plumbing or Carpentry issues are reported , the caretaker has to co ordinate with the concerned technical personnel and rectify the said issues.
  - Caretaker will be the single point contact for Repairs and maintenance at the Guest House / Residential Premises.

#### APPENDIX – E - GENERAL OBLIGATIONS & OTHER TERMS / CONDITIONS

##### 1. CONTRACT:

The contractor shall enter into and execute a contract in the form annexed hereto within the line specified in the letter of intent and in default thereof the earnest money paid by the contractor shall be forfeited and acceptance of this tender shall be considered as withdrawn. The cost of the stamp of the agreement is to be borne and paid by the contractor.

##### 2. ACCESS TO WORKS:

The Bank and any person authorised by Bank shall at all reasonable times have free access to the works, tools, equipments, and to other places where materials are being prepared for the Contract and also to any place where the materials are lying or from which they are being obtained. The Contractor shall give every facility to the Bank and their representatives for inspection and examination and test of the materials and workmanship. No person unless authorised by the Bank, except the Representatives of Statutory Public Authorities authorised by the Bank, shall be allowed on the works at any time. If any work is to be done at a place other than the site of the works, the Contractor shall obtain the written permission of the Bank for doing so.

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

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

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. Contractor shall make an inspection report, which shall be signed by all parties.

##### 3. TENDERER TO VISIT 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.

#### 4. INSPECTION OF SITE AND SUFFICIENCY OF TENDER:

10.4.1 The Contractor shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his tender as to the form and nature of the site, the quantities and nature of access to the site, the accommodation he may require and in general, shall himself obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect his tender.

10.4.2 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 rates and prices quoted in the Schedule of work/items/quantities or in Bills of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for proper completion and maintenance of the works.

10.4.3 No extra charges consequent on any misunderstanding or otherwise shall be allowed.

#### 5. LABOUR ACT PROVISIONS

The Contractor shall employ technically qualified and competent property manager and supervisor for execution and supervision of the works. The Contractor shall comply with the provisions of all labour legislation including the requirements of Payment of Wages Act, Minimum Wages Act, Employers' Liability Act, Including P. F. Act, Gratuity Act etc., Workmen's compensation Act, Contract Labour (Regulation and Abolition) Act, Apprentices Act, . 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

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

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

#### 7. COMPLIANCE WITH STATUTORY REQUIREMENTS

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

#### 8. 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 fault, burst water mains etc.

#### 9. OCCUPATIONAL HEALTH AND SAFETY

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

-Comply with applicable local regulatory requirements

-Comply with applicable Banks requirements specified in the contract and appendices

-Correct all health and safety non-compliances in a timely manner and where there is an immediate danger to health or life,

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

#### 10. COMMUNICATION

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

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

-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

-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

#### 11. REPORTING AND RECORD KEEPING

The employer shall approve the format for the monthly report of:

##### 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.

##### 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.

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.

Quality Assurance

The contractor shall implement a quality system in accordance with all 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 are given hereunder:

S. No.	Description of format
1	Weekly Report
2	Monthly consumable / spares consumption statement
3	Daily attendance sheet
4	Monthly assessment of P&FMSC's performance for the month
5	Monthly News paper / Gas / Tea / Tiffin / Food consumption statement in the Guest Rooms

S. No.	Name of record
1	Customer complaint register
2	Monthly report format for O & M team
5	Weekly report for HVAC
6	Weekly report for Electrical Services
7	Weekly report for Fire Protection System
8	Weekly report for Lift
9	Fire alarm / Fire Audit Report
10	Water level daily report
11	Housekeeping schedule
12	Pest control schedule / Pest control log book
13	Work instructions for house keeping O & M Team
14	Checklist for toilet
15	Checklist for office area
16	Checklist for common areas
17	Performance slip
18	Rodent Control Schedule and Log book
20	Emergency evacuation instructions
21	Schedule for training of personnel in fire and safety
22	Schedule for training of fire wardens
23	Annual maintenance schedule
25	Fire alarm report
26	Fire warden's reporting form

27	Fire equipment inspection report form
28	Incident report form
29	Public address system test conduct form
30	Daily occurrence register
31	Site visit book
32	Lost / found property register
33	Checklist for periodical audit
34	Break down complaint register
35	Break down work order
36	Spares register
	PPM – PERIODIC PREVENTIVE MAINTENANCE
37	PPM Schedule for AC
38	PPM Schedule for Electrical systems
39	PPM Schedule for fire protection system
40	PPM Schedule for DG Set
41	PPM Schedule for Elevator
42	PPM Schedule for Overhead Tank and Sump cleaning

## 12. SAFETY MANAGEMENT

-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.

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

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

- 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.

## 13. 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.

#### 14. APPLICABLE LAW AND ARBITRATION

- a. **Governing Law** The terms of this contract shall be construed in accordance with the laws of India. The Parties agree to submit to the exclusive jurisdiction of Courts at Chennai in respect any matters arising out of the Agreement.

The Bank and the Facility Management Services Contractor agree that they will first attempt to resolve any disputes regarding the Agreement through mutual consultation. 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.

**Arbitration:** Any dispute, controversy or claim arising out of or relating to the Agreement, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with The Arbitration and Conciliation Act, 1996 as at present in force and the following provisions.

- b. **Language** The arbitrators shall refer to the English text of the contract and all proceedings shall be conducted in English.
- c. **Arbitrators** There shall be three (3) arbitrators all of whom shall be fluent in English. Bank of Baroda and Contractor shall each select one arbitrator and the two arbitrators chosen by the parties shall select the third arbitrator as an empire.
- d. **Venue** The parties agree that the place of arbitration shall be Chennai, India.
- e. **Award Final** The arbitration award shall be final and binding on the parties. The cost of the arbitration shall be borne by the losing party unless otherwise determined by the arbitration award. When any dispute occurs, the parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under the Agreement.

#### 15. ADDRESS FOR SERVICE

All letters and Notices under or pursuant to these shall be hand delivered against acknowledgement or sent by Registered Post with Acknowledgement Due at the respective addresses mentioned below. Any change in the addresses shall be duly intimated by the concerned Party to all others.

Address for the Bank  
 The General Manager  
 Bank of Baroda  
 Chennai Zonal office,  
 'Baroda Pride', 41 Luz Church road  
 Mylapore  
 Chennai – 600 004

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APPENDIX – F - SPECIAL CONDITIONS OF CONTRACT

1. Tenderers shall go through all documents before quoting rates and provide for necessary cost as may be included in either bill or material or specifications.
2. Tenderers shall be given prices in blank column Entries in English made in ink. Arrive also at the grand total must also fill in all “rates only columns” and sign all corrections.
3. Tender shall be invalid unless all rates are filled in. No arbitrary condition shall be submitted. Tenders shall be signed by all the legal partners of the firm.
4. Each of the tender documents shall be signed by the Tenderer.
5. The Tenderer whose tender is accepted shall be bound to enter in to the contract within seven days of intimation from bank.
6. Work shall be done at nights, non-office hours and holidays without extra charge, if necessary.
7. Tenderer shall provide for stacking of materials in such a way as to facilitate rapid checking of quantities.
8. Materials supplied by owner shall be used only in owner’s work.
9. Contractors shall pay any local charges relating to execution of work.
10. Site instruction shall be deemed for proper execution, and shall be carried out without extra charge.
11. Order book with numbered pages shall be kept on site. Contractor shall carry out all instructions properly.
12. Contractors shall insure whole work against fire, CAR and third party.
13. Staying facilities will have to be borne by the contractor. Bank will not entertain any claims for these.

## PREAMBLE - SCHEDULE OF RATES

1. The schedule of rate should be read in connection with all the other sections of the tenderer.
2. The quantities shown against the items of work are only approximate and may vary to any extent. No extra whatsoever shall be entertained.
3. The rates inserted in the bills of quantities are to be for the full inclusive of value of the work described under the several items, including all costs and expenses which may be required in and for the construction and full protection of the work described, together with all risks, liabilities and obligations set forth or implied in the documents on which the tender is based. The quoted rates shall be for all heights, lifts and leads unless otherwise mentioned specifically in the description of item.

4. General direction and description of work and materials given else where in the contractor documents are not necessarily repeated in the Bill(s) of quantities. Reference to be made to the other documents for the full information/details.
5. The contractor shall be deemed to have visited the site before quoting for the tender and to have examined for himself the conditions under which the work will be carried out including local conditions under which the work will be carried out including local conditions affecting labour and to have studied the items of the bills of quantities, the drawings and specification, relating to them and to have satisfied himself that the rates quoted by him provide for all minor accessories and contingent works or services as necessary for the works described even though there are not specifically defined.
6. Tenderer is advised to read items of works carefully and quote the rates accordingly. However, if he quotes different rates for the same items) of work under different schedules of items, the lowest rates quoted shall be made applicable to all the Bills of quantities and the contract sum corrected accordingly.
7. The rates quoted by the tenderer shall include all labour, tools and plants, materials inclusive of all, transport, loading, unloading charges, all levies, all taxes, excise duties, etc. at the time of quoting their rates. The quoted rates shall remain firm through out the contract period. No escalation on prices of labour and materials shall be entertained.

#### PREAMBLE - SCHEDULE OF QUANTITIES

All items of work contracted for shall be executed strictly in accordance with the terms of the tender / agreement entered into as specified by the Bank or its representatives.

The rate for each item of work included in the schedule of quantities shall unless expressly stated otherwise include cost of:-

- All materials, fixing materials, accessories sequence of operations, appliances, tools, plant equipment, transport labour and incidentals required and completion of the work called for in the item and as per specifications and drawings completely
- Wastage on materials and labour
- Loading transporting, unloading, handling as necessary, hoisting to all levels, and setting, fitting and fixing in position, protecting, disposal of debris as directed and all other labour necessary and to fully complete the job in accordance with contract documents, good practice and recognized principles of trade laid down in codes of practice.
- Liabilities, obligations and risks arising out of conditions of contract.

No alterations whatsoever is to be made either to the description of items in the Schedule of quantities or specifications unless such alterations, is clarified in writing by the consultant/owner. Any such alterations, notes or additions shall unless clarified in writing be disregarded when tender documents are considered.

All errors in totaling in the amount column and in carrying forward totals shall be corrected and initialed by the signing authority.



DOCUMENTS MUTUALLY COMPLIMENTARY

The several documents forming the contract are to be read as mutually complementary to each other and in case of ambiguities/ discrepancies, the same shall be explained and clarified by the Consultant/Owner to the Contractor in what manner the work is expected to be carried out to meet the end requirements.

The Contractor shall make his own arrangement for the engagement of all labour and shall be responsible for regulating their service conditions, work conditions in conformity with all Acts, Regulations, Rules or order of competent authority under relevant laws in force during the pendency of the contract.

The dismissal or removal from work of any person employed thereupon will be done in consultation with the concerned department of the Bank.

Contractor shall indemnify the Bank from all claims relating to the workers/ staff/ sub-contractors, Salaries, Wages, Overtime, Leave, Provident Fund, Medical facilities, gratuity, Bonus or any other claim as applicable and stipulated in any statutory provisions, rules or order of competent authority.

All materials so far as procurable shall be of the reputed make in the category of manufacture and bear the stamp of quality of the Bureau Standards wherever applicable.

Signature of the Tenderer/s  
With the Seal of the Company

Date:

Place:

**ANNEXURE – G FORM OF AGREEMENT**

**ARTICLES OF AGREEMENT** made this -----day of ----- Two Thousand Twenty between the Bank of Baroda, a corporate body constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 and having its Zonal Office at Baroda Pride, 41, Luz Church Road, Mylapore, Chennai – 600004, represented by The Zonal Manager (hereinafter referred to as the “OWNER/EMPLOYER”) which expression shall include its successor/s and assignee/s of the ONE PART, represented by Shri ..... AND M/S.....having its registered office at ..... (hereinafter referred to as the ‘CONTRACTOR’) which expression shall include its successor/s and assignee/s of the OTHER PART, represented by .....

WHEREAS the Employer is desirous of carrying out the Integrated Facility Management Services for Bank of Baroda at the 1. Baroda Pride, 41 Luz Church Road, Mylapore, Chennai – 600 004, 2. Baroda Ashray, 23/10 Cenotaph Road second Lane, Teynampet (hereinafter referred to as the ‘works’).

“Parties” shall mean Bank and the 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 Buildings on the plots of land bearing No.41, Luz Church road, Mylapore, Chennai – 600 004 and 23/10, Cenotaph road, second lance, Teynampet, Chennai – 600 018 (the buildings) 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 INTEGRATED FACILITY MANAGEMENT SERVICES of the buildings include all services and facilities like Electrical, Housekeeping , Horticulture, Plumbing , Carpentry , Pest Control etc. and any other similar systems and services 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 Contractor has deposited the security deposit of **Rs 2,00 000/-** In token of performance of this Agreement for three years from the date of commencement of the work as defined herein with provision for annual performance review of the Agreement every year if so desired by the Bank.

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

1. For the consideration hereinafter mentioned, the Bank hereby appoints M/s \_\_\_\_\_ as the Contractor and the Contractor will carry out and render the services described by or referred to in the tender. The conditions for the services (the said conditions) have been annexed herewith and shall be read and construed as forming part of this Agreement. The parties hereto shall abide by, submit themselves to the conditions, and perform the task on their parts respectively in such conditions contained, as per the Agreement. This Agreement and Schedules and documents annexed herewith shall form the basis of this contract.

**2. Scope of work:**

- a. As per Scope of Contract mentioned in the tender.
- 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 Contractor will only be paid for the actual service performed and work done payable at the accepted unit rates.

**3. Payment Terms:**

- a. The Bank will pay the Contractor the said contract amount, Rs.....(Rupees.....) (hereinafter referred to 'the Contract Sum' ) or such other sum as shall become payable hereunder at the times and in the manner specified 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 Chennai in Indian Rupees and shall be within 10 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 prevailing taxes or any other tax on material or finished works like service tax, work's contract tax, turn over tax etc prevailing at the time of tender in respect of this contract shall be payable by the Contractor and the Bank will not entertain any claim whatsoever in this respect
- e. That the terms of this contract have been read by the Contractor and fully understood by him/ them. The Contractor shall not be entitled for the payments for the quantities beyond the tendered quantities unless ordered for, by specific instructions with prior approval from the Bank.

**4. Standard of Performance:**

- a.) The Contractor must perform the complete services (without any negligence) on timely basis using utmost and absolute skill, honesty, loyalty and due care and complying with all the provisions, rules and regulations under applicable laws.. Contractor shall always, without any bias, render Services in the best interest of the Bank.. The Contractor shall be afforded every reasonable facility for carrying out of all works relating to the provisions of the Integrated facility Management 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. Contractor shall always provide the services through its fully trained and fully equipped officers, employees, agents and representatives.
- b.) Timely performance of the contractual obligation shall be considered as the essence of the contract and the Contractor hereby agrees to commence the work soon after but not later than 10<sup>th</sup> 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.) The Contractor shall allow the Bank or persons authorized by it to access the documents, records of transaction or any other information given to, stored or processed by the Contractor relating to the

Bank or this Agreement, within a reasonable time failing which Contractor will be liable to pay any charges/ penalty levied by Bank.

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

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

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

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

#### **6. Applicable Law and Jurisdiction:**

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

#### **7. Termination:**

a.) This contract is for a period of 3 years from the date of commencement of the work and no revision of quoted price will be entertained during currency of this contract. Bank reserves the rights of not extending the contract beyond the said period. If the Contractor fails to perform any of it's obligations under this Agreement and if the Bank is dissatisfied with the services of the Contractor during the regular and extended period, Bank may terminate the services of the Contractor, at any time by giving one month's notice in writing. In such event, the Bank reserves the right to get the work done / services performed by another agency or contractor of its choice. In that event, the Contractor is bound to make 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 Contractor may suffer on termination of services by the Bank.

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

#### **8. Insurance:**

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, each for a minimum of Rs. 2,00,000/- (Rupees Two Lakhs).

#### **9. Indemnity:**

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

b). The Contractor shall indemnify and keep the Bank, its directors, officers, employees or agents indemnified and saved harmless against claims, costs, expenses (including attorney's fees), damages, actions or proceedings brought or instituted against the Bank, its 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 Contractor the amount of compensation so paid and special damages for any persecutions launched and/or penalty or punishment imposed.

#### **10. Dispute Resolution:**

a). The Bank and the Contractor agree that they will first attempt to resolve any disputes regarding this Agreement through mutual consultation. 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). The arbitrators shall refer to the English text of this contract and all proceedings shall be conducted in English. There shall be three (3) arbitrators all of whom shall be fluent in English.

c). Bank of Baroda and Contractor shall each select one arbitrator and the two arbitrators chosen by the parties shall select the third arbitrator as an empire. The Parties agree that the place of arbitration shall be Mumbai, India. The arbitration award shall be final and binding on the parties.

d). The cost of the arbitration shall be borne by the losing party unless otherwise determined by the arbitration award. When any dispute occurs, the parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this Agreement.

#### **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, addressed to the Parties at the addresses set forth on the signature page as mentioned above.

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 Contractor collectively constitutes the entire Agreement between Bank and 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 it's behalf through its duly authorised representative / Power of Attorney on the day and year first hereinabove written.

Signature  
(Bank)

Signature  
(Contractor)

Name and Designation

Address

Bank of Baroda  
Zonal office  
Chennai

Contractor

WITNESSES

WITNESSES

1

2

## Proforma – 1

List of Projects Executed by the Organization during last -7- years

S. No	Name of the work	Client Name and Address	Contract amount	Contract period	Any other remarks

## Proforma – 2

List of Important Works on Hand

S. No	Name of the work	Client Name and Address	Contract amount	Contract period	Present Status / Any other remarks

## Proforma – 3

Details of Key Personnel, their qualification and Experience

S. No	Name of the person	Designation	Qualification	Date from which employed in your organization	Indicative details of experience for similar works